DOCUMENT RESUME

ED 286 455 HE 020 774

TITLE Agreement between Association of Pennsylvania State College and University Faculties (APSCUF) and State System of Higher Education (SSHE), July 1, 1985-June 30, 1987.

INSTITUTION National Education Association, Washington, D.C.; Pennsylvania State System of Higher Education.

PUB DATE 85

NOTE 85p.; Document contains small print.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01 Plus Postage. PC Not Available from EDRS.

DESCRIPTORS Arbitration; *Collective Bargaining; *College Faculty; *Contracts; *Employment Practices; Faculty Evaluation; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Higher Education; Leaves of Absence; Retrenchment; *State Colleges; Summer Schools; Teacher Responsibility; Teacher Retirement; Teacher Salaries; Tenure; Unions

IDENTIFIERS Dues Checkoff; National Education Association; *NEA Contracts; *Pennsylvania State Colleges and Universities; Personnel Files; Union Rights

ABSTRACT

The collective bargaining agreement between the Pennsylvania State System of Higher Education and the Association of Pennsylvania and University Faculties, an affiliate of the National Education Association, covering the period July 1, 1985-June 30, 1987 is presented. Items covered in the agreement include: unit recognition, academic freedom, faculty duties and responsibilities, grievance procedure and arbitration, department chairpersons, performance of bargaining unit work rights and privileges of the union, rights of the state system of higher education/universities, faculty appointment, performance review and evaluation, personnel files, renewals and nonrenewals, tenure, promotion, sick leave, leaves of absence, work-related injuries, retirement, fringe benefits, salaries, workload and workload equivalents, summer employment, overload, independent study and individualized instruction, continuing education, dues checkoff, retrenchment, health and welfare, travel expenses, and agreement against strikes and lockouts. (SW)

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AGREEMENT

BETWEEN

ASSOCIATION OF PENNSYLVANIA STATE COLLEGE AND UNIVERSITY FACULTIES (APSCUF)

AND

STATE SYSTEM OF HIGHER EDUCATION (SSHE)

(4yr)

July 1, 1985 to June 30, 1987

HE020774

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PREAMBLE

THIS AGREEMENT made and entered into this 1st day of November, 1985, by and between the Board of Governors of the State System of Higher Education ("SSHE") for and on behalf of itself, the State Universities and their respective Councils of Trustees, of the first part, and the Association of Pennsylvania State College and University Faculties ("APSCUF") of the second part.

PURPOSE

APSCUF has been certified to represent, for purposes of collective bargaining, department chairpersons, full-time teaching faculty (including librarians with faculty status), part-time teaching faculty and librarians without faculty status and faculty members of the UNIVERSITIES whose basic responsibilities lie outside of the classroom setting.

APSCUF and the STATE SYSTEM OF HIGHER EDUCATION, desiring to cooperate each with the other in mutual respect and harmony, have agreed to the provisions of this Agreement in consideration of the following:

1. The UNIVERSITIES exist for the common good of the citizens of the Commonwealth, particularly the students who attend such UNIVERSITIES. In a world of rapid change and recurring crises, all will be served best by an intellectual environment which encourages the search for truth.

2. APSCUF as the representative of the above named employes recognizes its obligation to permit all individuals and groups on each campus to be included in the consideration of matters relating to them.

3. The parties recognize that collective bargaining in good faith will further their common aim of offering the best possible educational opportunities at the UNIVERSITIES and assert their intention to abide by the terms of the Agreement.

4. For the purposes of this Agreement, the following definitions shall be applied:

"ACADEMIC FACULTY" -- The bargaining unit consisting of department chairpersons, full-time teaching faculty including librarians with faculty status, part-time teaching faculty, librarians without faculty status and faculty members whose basic responsibilities lie outside of the classroom setting who have, by certification of the Pennsylvania Labor Relations Board (PLRB), been designated as ACADEMIC FACULTY (PERA-R-775-C).

"ADMINISTRATIVE FACULTY" -- The bargaining unit consisting of faculty members whose basic responsibilities lie outside of the classroom who have not been designated as ACADEMIC FACULTY (PERA-R-1354-C).

"APSCUF" -- The Association of Pennsylvania State College and University Faculties, Inc.

"UNIVERSITIES" -- All institutions of the State System of Higher Education including Bloomsburg University, California University, Cheyney University, Clarion University, East Stroudsburg University, Edinboro University, Indiana University of Pennsylvania, Kutztown University, Lock Haven University, Mansfield University, Millersville University, Shippensburg University, Slippery Rock University, and West Chester University; and their respective branch campuses.

"STATE SYSTEM OF HIGHER EDUCATION" -- That System created by Act 188 of 1982, the State System of Higher Education Act, hereinafter referred to variously as System or SSHE.

"COMMONWEALTH" -- The Executive Branch of the Commonwealth of Pennsylvania.

"FACULTY" or "FACULTY MEMBERS" -- All members of the bargaining units described in PLRB cases Numbers PERA-R-775-C and PERA-R-1354-C.

"PROBATIONARY NON-TENURED FACULTY MEMBER" -- A Faculty Member who is appointed to a tenure track position and who has not been granted tenure.

"NON-TENURE TRACK FACULTY" -- A Faculty Member who is appointed to service in a position in which service will not be credited toward tenure. Examples of such positions include Temporary Part-time, Temporary Full-time, and Regular Part-time.

Article I

RECOGNITION

The SSHE and the UNIVERSITIES and each of them recognize APSCUF as the sole and exclusive bargaining agent for FACULTY MEMBERS in the bargaining units above described and certified by the Pennsylvania Labor Relations Board in Case Nos. PERA-R-775-C, and PERA-R-1354-C, with respect to the SSHE'S obligations both to "negotiate" and to "meet and discuss," as those terms are used in Sections 701 and 702, respectively, of the Public Employee Relations Act ("Act 195").

Article II

ACADEMIC FREEDOM

A. A FACULTY MEMBER is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic or administrative duties.

B. A FACULTY MEMBER is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.

C. A UNIVERSITY FACULTY MEMBER is a citizen and a member of a learned profession. When he/she speaks or writes as a citizen, he/she should be free from UNIVERSITY censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning he/she should remember that the public may judge his/her profession and his/her UNIVERSITY by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not a spokesperson of the UNIVERSITY(IES). Acts which interfere with the activities of the UNIVERSITY(IES), acts which interfere with the freedom of movement on the campus, or acts which interfere with the freedom of all members of the academic community to pursue their rightful goals, are the antithesis of academic freedom and responsibility. So also are such acts which, in effect, deny freedom to speak, to be heard, to study, to teach, to administer and to pursue research.

D. 1. FACULTY MEMBERS are entitled to freedom in the selection of textbooks, audio-visual aids and other teaching aids.

2. There shall be no censorship of library materials.

3. With respect to 1 and 2 above, budgetary limitations may restrict the quantity of items to be purchased.

E. Since certain aspects of the information obtained by a FACULTY MEMBER in the course of his/her work can be considered privileged, no FACULTY MEMBER shall be required to disclose such information unless he/she deems it to be in the best interest of his/her student or his/her profession. The UNIVERSITY will immediately advise the FACULTY MEMBER of any effort, by action of law or otherwise, to secure records or other information obtained by the FACULTY MEMBER. In no event shall the UNIVERSITY exercise any disciplinary action against a FACULTY MEMBER because of his/her assertion of privilege with regard to information under his/her control.

F. The provisions of this Article shall not be construed so as to deprive the UNIVERSITY or its designees of its right of access to and/or possession of files, records or materials maintained by FACULTY MEMBERS in behalf of the UNIVERSITY, provided, however, that grade books shall remain in the possession of the FACULTY MEMBER so long as he/she remains on the campus.

Article III

FAIR PRACTICES

A. Neither party hereto nor any FACULTY MEMBER shall discriminate against any other FACULTY MEMBER or candidate for employment on the basis of race, creed, color, sex (including discrimination by sexual harassment), handicap, life style, family status, age, national origin, APSCUF membership or activity or lack thereof, or political belief and/or affiliation.

B. There shall be no discrimination by either of the parties hereto or any FACULTY MEMBER against members of the same family regarding concurrent employment at any UNIVERSITY.

C. If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as amended, and the Civil Rights Act of 1964, and all laws and rules relating to the Pennsylvania State System of Higher Education Plan for Equal Opportunity, which is part of the Commonwealth's Plan for Equal Opportunity, hereinafter known as the SSHE Plan, the provisions of such orders, laws and rules shall prevail; provided that any rule not consistent with this Agreement adopted by the Commonwealth/SSHE subsequent to the signing of this Agreement shall not prevail against the terms of this Agreement. Before any rule relating to the SSHE Plan not consistent with this Agreement is applied to affect the rights of APSCUF or any FACULTY MEMBER, this Section shall be reopened for negotiation at the request of APSCUF.

D. The parties shall meet and discuss at the state level during the term of this Agreement on such aspects of this Article that are of mutual interest. The parties hereto specifically agree to support and work towards the goals set forth in the SSHE Plan.

Article IV

DUTIES AND RESPONSIBILITIES OF FACULTY MEMBERS

A. The concept of academic freedom must be accompanied by an equally demanding

concept of academic responsibility. The concern of the UNIVERSITY(IES) and its members for academic freedom safeguards must extend equally to requiring responsible service, consistent with the objectives of the UNIVERSITY(IES). The universal responsibility of the teaching FACULTY MEMBER is effective teaching.

B. A proper academic climate can be maintained only when members of the FACULTY meet their fundamental duties and responsibilities regularly. These duties and responsibilities include but are not limited to: reporting promptly, and in advance if possible, any changes in class hours or classrooms assigned; preparing for and meeting their assignments, which would include timely notification of the proper authority and making a reasonable effort to insure that assignments can be covered in case of absences; making a reasonable effort to notify students of any changes in class hours or classrooms assigned; keeping current in their academic disciplines through continuing scholarly activity; keeping office hours in accordance with Article XXIII, WORKLOAD AND WORKLOAD EQUIVALENTS, and conferring with and advising students and advisees; evaluating fairly and reporting promptly student achievement; rendering service to the UNIVERSITY which would include participating in group deliberations which contribute to the growth and development of the students and the UNIVERSITY(IES); and reporting promptly, and in advance if possible, absence from any assigned duty in accordance with the provisions of Article XVII, SICK LEAVE. All members of the FACULTY also have the responsibility to accept those reasonable duties assigned to them within their fields of competence. Additionally, FACULTY MEMBERS have the responsibility to perform other tasks characteristic of the academic profession as described in Article XII, PERFORMANCE REVIEW AND EVALUATION OF FACULTY, Section 1.A. and to attempt honestly and in good conscience to preserve and defend the goals of the UNIVERSITY(IES), including the right to advocate change.

Article V

GRIEVANCE PROCEDURE AND ARBITRATION

A. Intent

It is the declared objective of the SSHE/UNIVERSITIES and APSCUF to encourage the just resolution of grievances. In order to effect a prompt resolution of grievances, the SSHE/UNIVERSITIES, APSCUF and the FACULTY shall make available one to the other all known relevant facts so as to enable the parties to resolve grievances. The parties further agree that the orderly processes hereinafter set forth below shall be the sole method used for the resolution of grievances.

A grievance may be filed by a FACULTY MEMBER, a group of FACULTY MEMBERS, or APSCUF. APSCUF may present a policy grievance (one which affects more than one (1) person) at any step of the grievance procedure prior to arbitration. Decisions involving the non-renewal of probationary non-tenured FACULTY MEMBERS shall be governed exclusively by the provisions pertaining thereto as contained in Article XIV, RENEWALS AND NON-RENEWALS.

B. Definition

A "grievance" is an allegation by APSCUF or a FACULTY MEMBER or group of FACULTY MEMBERS that there has been a specific violation, misinterpretation or improper application of an Article(s) and Section(s) of this Agreement by the SSHE/UNIVERSITIES, and a statement of the remedy being requested. It is understood and agreed between the parties that APSCUF or a FACULTY MEMBER will be allowed to make amendments to the grievance up to the submission at Step Three. It is also understood that if such amendments are made to the grievance in the submission to Step Three, either party may resubmit the grievance to Step Two for reconsideration.

C. Procedure

Step One APSCUF, a FACULTY MEMBER or a group of FACULTY MEMBERS shall present a grievance orally or in writing at the lowest management level having authority to dispose of the grievance. The management representative shall investigate the grievance as he/she shall deem appropriate and respond to APSCUF and/or the grievant orally or in writing.

Step Two If the grievance has not been resolved at Step One, the grievant, group of grievants or APSCUF shall reduce the grievance to writing, stating the facts, and listing the Articles and Sections of this Agreement or the specific regulation(s) or procedure(s) upon which the grievance is based. Such written grievance(s) shall be submitted to the President or his/her designee within forty (40) calendar days of the occurrence giving rise to the grievance or within forty (40) calendar days of the date on which the grievant or grievants learned of such occurrence, with the exception that if the forty (40) days expire between May 1 and September 1 of any year, the grievance shall be submitted to the President or his/her designee by September 30 of such year or within forty (40) calendar days, whichever comes later. The President or his/her designee shall have twenty (20) calendar days following the receipt of such written grievance to investigate the matter as he/she shall deem appropriate, discuss the matter with the grievant, group of grievants and/or the local APSCUF grievance chairperson or his/her designee where appropriate, and to submit a written response to the grievant, group of grievants and APSCUF.

If a grievance is amended before submission at Step Two or if either party resubmits an amended grievance to Step Two, the President or his/her designee shall have twenty (20) calendar days following the receipt of such amended grievance to investigate the matter as he/she shall deem appropriate, discuss the matter with the grievant, group of grievants and/or the local APSCUF grievance chairperson or his/her designee where appropriate, and to submit a written response to the amended grievance to the grievant, group of grievants and APSCUF.

Step Three If the grievance has not been resolved at Step Two, the grievant, group of grievants or APSCUF may, within fifteen (15) calendar days after the decision from the President at Step Two is due, submit a written appeal to the Chancellor of the SSHE or his/her designee. The Chancellor of the SSHE or his/her designee shall have thirty (30) calendar days following the receipt of such written appeal to submit a written response to the grievant, group of grievants and APSCUF.

Step Four - Binding Arbitration

If the grievance has not been resolved at Step Three, APSCUF, but not an individual FACULTY MEMBER or group of FACULTY MEMBERS, has the sole right to refer a grievance to arbitration and to conduct the proceeding as a party, and shall within forty (40) calendar days of the receipt of the written response from Step Three submit a written notice to the Chancellor of the SSHE or his/her designee of its intent to submit the grievance to binding arbitration. It is understood that only APSCUF, or counsel for APSCUF, may present the case in support of any grievance at arbitration.

D. The parties shall have the right mutually to agree upon the arbitrator, but in the event they cannot so agree within fifteen (15) calendar days of receipt of the above notice, the matter shall forthwith be submitted to the American Arbitration Association for the appointment of an arbitrator. In all cases, selection of the arbitrator and the arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration rules of the American Arbitration Association at the time

obtaining. The arbitration proceeding shall be held at such time and place as is convenient to the parties, consistent with the circumstances of the case.

The decision of the arbitrator shall be final and binding upon the parties, except where the decision would require an enactment of legislation in which case the decision shall be binding only if and when such legislation is enacted. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement. Each case shall be considered on its merits and this collective bargaining agreement shall constitute the sole basis upon which the decision shall be rendered. If there is a question as to whether the arbitrator has jurisdiction to hear a case, this question must be heard and an immediate bench ruling issued by the arbitrator prior to his/her hearing and deciding the merits of the case. The arbitrator shall confine himself/herself to the precise issue the parties have agreed to submit for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the hearing or receipt of the transcript of the hearing.

The arbitrator's fees and expenses shall be shared equally by APSCUF and the SSHE/UNIVERSITIES, but each party shall bear its own cost of preparing and presenting its case to the arbitrator. Where one of the parties to this Agreement requests a postponement of a previously scheduled arbitration which results in a postponement charge, the postponing party shall pay such charge unless the postponement results in a settlement of the grievance, in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Either party to an arbitration may request that a transcript of the hearing be made. The requesting party shall pay the cost for the transcript and shall provide a copy free of charge to the arbitrator. In the event that the party who did not order a copy of the transcript at the hearing subsequently decides to order a copy of the transcript, that party shall share equally in the cost of the copy of the transcript provided to the arbitrator.

E. The failure of either party to demand compliance with or to comply with the time limits of Steps One to Three of Section C. of this Article shall not bar either party from requiring that the stated time limits at Step Four be met.

F. A FACULTY MEMBER may, in accordance with the provisions of Article XV, TENURE, appeal any discipline or discharge for just cause at the Third Step of this grievance procedure. Any such appeal must be presented in writing within fifteen (15) calendar days after the FACULTY MEMBER has received written notice of the disciplinary action. A copy of the said written notice shall be mailed to the local APSCUF grievance chairperson and State APSCUF on the day the written notice is mailed or delivered to the FACULTY MEMBER, whichever day is earlier.

G. Time of the Essence

1. The filing of a grievance or appeal from any step of this grievance procedure or the notice of any intent to arbitrate shall be accomplished within the time limits specified and, in the event such is not done, the Administration's decision at the prior step shall be final and binding upon the parties and shall not be subject to further appeal of any kind; provided, however, that the said time limits may be extended by written or oral mutual agreement for any reason, and reasonable requests for extentions shall not be arbitrarily denied; and, provided further, that a grievant shall not be penalized as to time if he/she has been misled by a representative of the SSHE/UNIVERSITIES.

2. Failure to communicate a decision at any step of this grievance procedure within the specified time limits shall permit it to be advanced to the next step of the procedure, unless a longer period is established by mutual consent.

H. Rights of APSCUF

1. APSCUF's representative(s) shall be advised of the existence of a grievance as soon as the UNIVERSITY Administration becomes aware of its existence. As early as possible and practical, copies of all transcripts, documents and correspondence filed with respect to a grievance shall be made available to APSCUF, and at APSCUF's request be provided to APSCUF. Costs of reproduction shall be borne by APSCUF should the SSHE/UNIVERSITIES request such payment.

2. Any individual FACULTY MEMBER or group of FACULTY MEMBERS shall have the right at any time to present grievances to the SSHE/UNIVERSITIES and have them adjusted without the intervention of APSCUF, as long as the adjustment is not inconsistent with the terms of this Agreement; and provided further that APSCUF has been given the opportunity to be present at such adjustment.

3. APSCUF's representative(s) shall be permitted to represent the grievant when requested to do so by the grievant and, in any event, to represent and speak on behalf of APSCUF's particular point of interest in connection with that grievance. In this regard, it is understood that the grievant has the right to represent himself/herself and APSCUF shall not interfere with that right.

I. Disposition of Grievances

Any settlement, withdrawal or disposition of a grievance at any step below Step Three in Section C., above, shall not constitute a binding precedent for the settlement of similar grievances in the future. The parties shall endeavor to implement fully any settlement agreement(s) or arbitration award(s) within sixty (60) days of the receipt of said agreement or award.

Article VI

DEPARTMENT CHAIRPERSONS

A. Duties

1. The department chairperson directs the activities of the department, subject to the approval of the Dean/Director. He/she is responsible to the Dean/Director for the development of department plans, guidelines and internal office operation; he/she directs the department's administrative organization and may delegate authority and assign responsibility as appropriate; and he/she represents the academic discipline both on and off campus either personally or by designation of department representatives.

2. The department chairperson is also responsible for recommending to the Dean/Director such matters as personnel actions, curricular changes, course offerings, teaching assignments and the department budget.

3. In all phases of department affairs, the chairperson should be sensitive to and reflect, but not be restricted to, majority department faculty sentiment.

B. Selection

1. a. The President or his/her designee and a committee selected by the

department shall designate the individual or individuals who is(are) mutually acceptable to serve in the post of department chairperson. The chairperson shall be elected (or rejected) by the majority secret ballot vote of the regular full-time FACULTY MEMBERS within the department from the individual or individuals designated. Except as provided in paragraph b, below, this procedure shall apply with respect to the appointment of an interim or acting department chairperson.

b. In the event there can be no agreement as to a mutually acceptable candidate for the office of department chairperson, the President shall have the right to appoint an interim chairperson for a period not to exceed six (6) months provided, however, that the President's appointee shall not be an individual previously rejected by the vote of the department.

2. Department chairperson elections shall be convened no later than February 15, 1987 and thereafter every three (3) years. Newly elected department chairpersons shall take office June 1 of the year in which elected. Should vacancies occur during the term of office, a special election must be held under the terms described above with the newly elected chairperson serving until the next regularly scheduled round of departmental elections.

3. When a department chairperson is not properly performing his/her duties in accordance with this Article, the President may remove the chairperson from office. A majority of the regular full-time FACULTY MEMBERS of a department may request that the President remove the department chairperson and the President may, in his/her sole discretion, take such action. The request from the majority of regular full-time FACULTY MEMBERS must be in writing, must be signed by those FACULTY MEMBERS making the request, and must contain a statement of the reasons for the request. Where such action is taken by the President, a special election must be held under the terms described above with the newly elected chairperson serving until the next regularly scheduled round of departmental elections.

4. Where there is mutual agreement between the chairperson and the President as to the need for (an) assistant department chairperson(s), that (those) assistant(s) shall be appointed by the chairperson so long as the proposed appointee(s) receive(s) the approval of the majority of the regular full-time FACULTY MEMBERS of the department and the approval of the President. Any such assistant shall serve at the pleasure of the chairperson, and in the event a new chairperson is selected for the department, the term(s) of the assistant chairperson(s) shall terminate.

C. Stipend

1. A FACULTY MEMBER who performs the duties and responsibilities of a department chairperson in accordance with this Article shall receive a payment in accordance with the following schedule:

DEPARTMENT SIZE	STIPEND
1-5	$500.00
6-10	$700.00
11-15	$900.00
16-20	$1,200.00
21-25	$1,400.00
26 or more	$1,600.00

2. A FACULTY MEMBER who performs the duties of assistant department chairperson shall receive a payment of $500.00.

D. Workload Equivalents

1. Department chairpersons shall be granted minimum workload equivalents in accordance with the following schedule for the academic year:

DEPARTMENT SIZE	WORKLOAD EQUIVALENTS
1-9	25%
10-20	50%
21 or more	75%

Additional workload equivalents for department chairpersons may be approved by the President for departments with complex programmatic and/or administrative responsibilities. The President may also approve summer compensation for chairpersons in appropriate departments.

2. Assistant department chairperson(s) shall be granted a minimum workload equivalent of 25%. Where there is mutual agreement between the chairperson and the President, the President may also approve summer compensation for assistant chairperson(s) for departments with complex programmatic and/or administrative responsibilities.

3. Existing summer school workload equivalents may not be reduced except by agreement at local meet and discuss.

Article VII

PERFORMANCE OF BARGAINING UNIT WORK

A. ACADEMIC FACULTY and ADMINISTRATIVE FACULTY

1. Members of the ADMINISTRATIVE FACULTY may perform teaching duties as part of their professional responsibilities.

2. Members of the ADMINISTRATIVE FACULTY who perform teaching duties shall be evaluated with respect to such teaching duties in the same manner as ACADEMIC FACULTY MEMBERS.

3. ACADEMIC FACULTY MEMBERS performing professional duties of the ADMINISTRATIVE FACULTY shall be evaluated in the same manner as members of the ADMINISTRATIVE FACULTY.

4. Members of the ADMINISTRATIVE FACULTY shall have the right to return to full-time teaching positions within departments in which they have formerly taught subject to the approval of the President and the department.

5. Members of the ADMINISTRATIVE FACULTY, who in the opinion of the President have the requisite qualifications to teach in a department, may be placed in a full-time, budgeted, available, uncommitted teaching vacancy in a department, provided that the approval of the department has been obtained prior to the appointment. An ADMINISTRATIVE FACULTY MEMBER placed in such a position shall receive all UNIVERSITY-wide seniority credit. Actions taken under this subsection shall not be subject to the provisions of Article V, GRIEVANCE PROCEDURE AND ARBITRATION, provided the department's approval has been obtained.

B. Graduate Assistants

Presidents may appoint graduate assistants to be assigned to regular FACULTY MEMBERS to assist in research, instruction, and other professional duties.

C. Teaching Associates

Presidents of UNIVERSITIES with doctoral programs may appoint teaching associates within the provisions set forth below. Credit for instruction by teaching associates will not be considered part of the workload of any FACULTY MEMBER.

1. The total number of teaching associates shall be agreed to for each academic year at local meet and discuss. Procedures and criteria for evaluating teaching associates shall be agreed upon at local meet and discuss.

2. The number of teaching associates for a particular department shall be recommended by the department and agreed to at local meet and discuss.

3. Teaching associates may teach up to six (6) credits of undergraduate courses per semester in the department where they are enrolled in doctoral study. Teaching associates may be given assignments outside of their major department in closely related areas if both departments involved recommend and there is agreement at local meet and discuss.

4. Teaching associates may not be assigned to teach summer school.

5. The UNIVERSITY shall provide the teaching associate with a package of fee waivers and stipend in any combination but waivers and stipend must total no less than a minimum of one half of the current salary for Instructor Step A.

6. Teaching associates must be enrolled as and remain in good standing as doctoral students at the UNIVERSITY. They must possess a masters degree or at least thirty-six (36) graduate credits to qualify as teaching associates.

7. An individual teaching associate may be appointed for a period not to exceed two (2) academic years; special exceptions for a third year may be agreed to at local meet and discuss.

8. In no case shall a teaching associate be appointed in an academic area where there is a qualified retrenchee with preferential hiring rights in the SSHE.

D. Distinguished Visiting Professors

The UNIVERSITIES may hire distinguished visiting professors within the provisions of this Article.

1. Visiting professors may be appointed by the President for terms up to two (2) years. A third year may be granted with the approval of APSCUF at local meet and discuss. Each UNIVERSITY may have three (3) visiting professors at any time. UNIVERSITIES with an enrollment of more than 6,000 FTEs may employ one (1) additional visiting professor for each additional 2,500 FTEs or fraction thereof.

2. Criteria for visiting professorships shall be agreed upon at State Meet and Discuss and shall reflect standards required of truly competent and distinguished individuals.

3. Presidents shall make such appointments upon the nomination of a department, secured by a majority vote, for a specific visiting professor, and only upon the

recommendation of a UNIVERSITY-wide committee. The composition of the UNIVERSITY-wide committee shall be agreed to at local meet and discuss.

4. The visiting professor must be appointed at the rank of Professor and shall be remunerated at a salary no lower than Professor Step A. Such individuals may be remunerated at a rate of pay higher than that provided for in this Agreement. The thirty percent (30%) rule for full professorships shall not include appointments made under this Article.

5. In cases where distinguished individuals wish to contribute their services for less than the stipulated minimum pay, the terms of this Agreement shall require the approval of APSCUF at local meet and discuss.

6. Visiting professors may be assigned regular classes or special assignments, but in no case shall they assume overload assignments. It is the expectation that the UNIVERSITY will seek to utilize the talents of these individuals in creative and non-traditional ways.

7. Visiting professors shall not be subject to the evaluation procedures of this Agreement, unless they do so voluntarily nor shall they exercise the voting rights of regular FACULTY MEMBERS as provided for in this Agreement.

8. In no case shall a visiting professor be hired to teach regular UNIVERSITY courses in an academic department where there is a qualified retrenchee available.

E. Managers

1. Managers who perform teaching duties shall be evaluated with respect to such teaching duties in the same manner as an ACADEMIC FACULTY MEMBER(S), in accordance with the provisions of Article XII, PERFORMANCE REVIEW AND EVALUATION OF FACULTY.

2. A manager who has held a tenured faculty position at his/her UNIVERSITY may, within three (3) years of his/her appointment to a management level position, return with the approval of the department to his/her former status in a department which has a vacancy approved by the President. Such approval shall require a majority secret ballot of the regular full-time members of the department. A manager who returns to a former department on or after January 1, 1986 in accordance with this procedure shall be given service credit for all prior time spent in what is now the bargaining unit, but shall receive no service credit for the time spent as a manager. Managers who returned to a former department prior to January 1, 1986 shall continue to receive service credits in accordance with the previous Agreements between the SSHE and APSCUF.

3. Any manager other than those provided for in E.2. above shall begin his/her service in the unit with no service credit.

4. Any FACULTY MEMBER appointed by the President to a position as an acting manager shall be appointed to the position for a period of one year. Extensions for a second year require the approval of the FACULTY MEMBER and local APSCUF. Under no circumstances shall a FACULTY MEMBER serve as an acting manager for more than two years. Time spent as an acting manager will accrue service credits in the bargaining unit.

F. Non-Bargaining Unit Employees

1. Non-bargaining unit employees, who in the sole discretion of the President

have the requisite qualifications, may be assigned by the President to an intercollegiate athletic coaching position. In no case shall such non-bargaining unit employees be assigned to teach or work in an area where there is a qualified retrenchee with preferential hiring rights in the SSHE who has coached the sport at the collegiate or university level.

2. Non-bargaining unit employees, who in the opinion of the President have the requisite qualifications, may be assigned by the President to teach courses or perform other duties in an academic department provided the approval of the academic department and local APSCUF has been obtained prior to making the assignment. In no case shall such non-bargaining unit employees be assigned to teach or work in an area where there is a qualified retrenchee with preferential hiring rights in the SSHE.

Article VIII

ACCRETION

Should additional UNIVERSITIES, branch campuses of UNIVERSITY(IES), or UNIVERSITY teaching locations be established, FACULTY MEMBERS employed by the SSHE who work at such sites shall be covered by the terms and conditions of this Agreement.

Article IX

RIGHTS AND PRIVILEGES OF APSCUF

A. "Meet and Discuss"

1. a. The Chancellor of the SSHE or his/her designee shall meet monthly with a committee appointed by APSCUF for the purpose of discussing matters related to the implementation of this Agreement.

b. The UNIVERSITY President or his/her designee shall meet monthly with a committee appointed by the UNIVERSITY chapter of APSCUF for the purpose of discussing matters related to the implementation of this Agreement.

c. SSHE/UNIVERSITIES and APSCUF agree that the issue of early retirement alternatives is an appropriate subject for Meet and Discuss at the state level in accordance with Article IX, RIGHTS AND PRIVILEGES OF APSCUF, Section A.1.a. of this Agreement.

2. Meetings shall be scheduled in such manner and at such times as the parties may mutually determine.

3. A record of the proceedings of such meetings, which accurately reflects the substance of the discussion, shall be maintained if the parties at such meetings mutually agree.

B. Nothing contained in Section A. shall prevent discussions between the President and the UNIVERSITY chapter of APSCUF concerning matters of the development of educational policy and the functions and responsibilities of ADMINISTRATIVE FACULTY.

C. 1. Duly authorized representatives of APSCUF shall be permitted to transact official APSCUF business on UNIVERSITY property at reasonable times, provided that such business shall not interfere with or interrupt normal UNIVERSITY operations or the responsibilities of FACULTY MEMBERS.

2. APSCUF shall have access to the use of UNIVERSITY equipment at reasonable times and after reasonable notice, provided such use does not interfere with the normal operations of the UNIVERSITY. APSCUF shall pay the cost of all materials, supplies and other charges incident to such use, including postage and telephones.

D. The SSHE/UNIVERSITY(IES) shall make available to APSCUF, upon its reasonable request and within a reasonable time thereafter, such accurate information, records, statistics, and financial data related to the bargaining unit, and operation of the UNIVERSITY(IES) which are in the possession of the SSHE/UNIVERSITY(IES) or its agents and are necessary for negotiations and/or the implementation of this Agreement. The SSHE/UNIVERSITY(IES) shall not be required to compile such material in the form requested if it is not already compiled in that form, unless mutually agreeable.

E. FACULTY MEMBERS shall be permitted to participate in meetings of APSCUF provided that UNIVERSTIY management is given at least one week advance notice and that the duties and responsibilities of the FACULTY MEMBER are fulfilled, and provided further that any additional costs to the UNIVERSITY which arise as a result of the FACULTY MEMBER'S participation in such meetings will be paid for by APSCUF, and provided finally that all expenses of the FACULTY MEMBERS who participate in such meetings shall be paid for by APSCUF.

F. APSCUF'S designated representative shall be given a place on the agenda at formal UNIVERSITY-wide orientations for FACULTY.

G. The UNIVERSITY(IES) shall advise APSCUF of all vacancies in FACULTY and management positions, but neither APSCUF nor FACULTY MEMBERS shall have any special rights with respect to any such vacancies, except as otherwise provided in this Agreement.

H. APSCUF'S designated campus representative at each UNIVERSITY and up to two (2) statewide representatives from all the UNIVERSITIES shall be granted priority in the selection of times for their teaching schedules and other professional responsibilities in order to facilitate the implementation of this Agreement.

I. APSCUF shall have the right to use the UNIVERSITY'S mail distribution service for APSCUF official communications.

J. The SSHE and/or the UNIVERSITIES shall advise the appropriate body of APSCUF two (2) weeks in advance, or promptly after scheduling, of open meetings of the UNIVERSITY'S Council of Trustees and of the SSHE Board of Governors; and shall provide APSCUF with a copy of the advance agenda for any such meetings, if one is available. APSCUF, as the exclusive bargaining agent for the FACULTY, shall, at reasonable times and upon reasonable notice, have the right to request a place on the agenda for any such meeting. Any such request shall not be unreasonably denied. In addition, APSCUF shall be provided with copies of official minutes of all such meetings upon publication, provided the same are available for public distribution.

Article X

RIGHTS OF THE SSHE/UNIVERSITIES

A. The SSHE/UNIVERSITIES, at their sound discretion, possess the right, in accordance with applicable laws, to manage all operations including the direction of FACULTY and the right to plan, direct and control the operation of all facilities and property of the SSHE, except as modified by this Agreement.

B. As provided by Act 195 (Section 702), matters of inherent managerial policy are reserved exclusively to the SSHE/UNIVERSITIES. These "include but shall not be limited to such areas of discretion or policy as the functions and programs of the public employer (SSHE/UNIVERSITIES), standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel."

C. The listing of specific rights in this Article is not intended to be or should not be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the SSHE/UNIVERSITIES in the past.

ARTICLE XI

APPOINTMENT OF FACULTY

A. 1. In the event the President approves the filling of a vacancy within a department, a candidate, who may be secured from any source, first must be recommended by the majority of the regular full-time department FACULTY in accordance with the procedure developed by that department FACULTY.

2. The right of department FACULTY to recommend a candidate for hiring shall also include the right to recommend equivalencies in lieu of the qualifications specified in Act 182 (1963), as amended, for the purposes of hiring.

3. If a candidate is not recommended by the department FACULTY, he/she shall not be hired. If a candidate is recommended to the department by management and is rejected by the department, the reasons therefore shall be given in writing to the President or his/her designee within fourteen (14) calendar days of such rejection.

B. The recommendation of the department FACULTY in accordance with the provisions of Section A, above, then must be reviewed by the department chairperson.

C. After review by the department chairperson, the name of a candidate(s) recommended by the majority of regular full-time department FACULTY, irrespective of the recommendation of the department chairperson, shall be submitted to the President or his/her designee, together with the recommendations both of the majority of regular full-time department FACULTY and of the department chairperson. The President or his/her designee may accept or reject the recommendation of the department FACULTY, including the recommendation of the department chairperson, and that decision shall be final; provided, however, that if the recommendation is rejected, the reasons therefore shall be given to the department FACULTY, if requested; and provided further, that in the event of any such rejection, the procedure specified above shall be repeated until a candidate shall have been appointed to fill the vacancy.

D. If the President agrees with the majority of the regular full-time department FACULTY'S recommendation as to a candidate, he/she shall make the appointment of that candidate to such rank and at such salary as he/she shall deem appropriate.

E. In the event there is no agreement between the President and the majority of the regular full-time department FACULTY as to a mutually acceptable candidate for appointment to fill the approved vacancy, the President shall have the right to appoint a person to fill the vacancy on an interim basis for a period not to exceed nine (9) months or one (1) academic year, unless a longer period is mutually agreed upon. In no case may the President appoint a person more than once under the provisions of this subsection.

Article XII

PERFORMANCE REVIEW AND EVALUATION OF FACULTY

The process of FACULTY evaluation is perceived broadly as a means for extending opportunities for continuous professional development. The processes are intended to be supportive of a FACULTY MEMBER'S desire for continuing professional growth and academic excellence. With this orientation, FACULTY evaluation will be a contributor to the ongoing improvements of the academic programs of the UNIVERSITIES.

Section 1.

The following categories shall serve as the uniform system-wide basis for the evaluation of FACULTY MEMBERS at each UNIVERSITY.

A. Categories for Performance Review and Evaluation

The categories listed below shall be applied in the performance review and evaluation of temporary faculty, regular part-time faculty, probationary non-tenured faculty, tenured faculty and all applicants for promotion. Under each category are listed some examples of data upon which judgments can be made of the FACULTY MEMBER'S performance relative to a given category. When evaluating the data, the appropriate evaluator(s) shall give greater weight to the quality of the performance reflected in the data, than to the quantity of the data.

1. Effective teaching and fulfillment of professional responsibilities.

   a. This will be indicated, when applicable, by such items as:

      student evaluations, peer evaluations, classroom visitations, quality of syllabi, quality of student advisement, willingness to accept departmental work assignments, timely execution of work assignments, and any other data deemed appropriate and agreed to by the FACULTY and Administration at local meet and discuss. Evaluation of teaching effectiveness and fulfillment of professional responsibilities will not be based on a single datum.

      A combination of all appropriate data will be used to give sufficient evidence for an overall judgment of teaching effectiveness and fulfillment of professional responsibilities.

   b. For all FACULTY MEMBERS whose basic responsibilities are outside the classroom, the duties and responsibilities of the position shall be the category instead of effective teaching.

   c. For FACULTY MEMBERS with mixed work assignments, effective teaching and the duties and responsibilities of the position shall be evaluated under the terms of this Article.

2. Continuing scholarly growth.

   This will be indicated, when applicable, by such items as:

      development of experimental programs, papers delivered at national and regional meetings of professional societies; regional and national awards; offices held in professional organizations; invitational lectures given; participation in panels at regional and national meetings of professional organizations; grant acquisitions; editorships

of professional journals; participation in juried shows; program-related projects; quality of musical or theatrical performances; participation in one-person or invitational shows; consultantships; research projects and publication record; additional graduate work; contribution to the scholarly growth of one's peers; and any other data agreed to by the FACULTY and Administration at local meet and discuss.

3. Service: contribution to the UNIVERSITY and/or community.

This will be indicated, when applicable, by such items as:

quality of participation in program, department, college, and university committees; APSCUF activity contributing to the governance of the UNIVERSITY; development of new course(s) or program(s); participation in UNIVERSITY-wide colloquia; voluntary membership in professionally oriented, community based organizations reasonably related to the FACULTY MEMBER'S discipline; lectures and consultations; consulting with local and area agencies and organizations; and any other data agreed to by the FACULTY and Administration at local meet and discuss.

Section 2. Procedure

The following evaluation procedure shall apply to all FACULTY MEMBERS at each UNIVERSITY.

A. Performance Review General Procedure

1. a. Each department shall select a committee to assist in the evaluation function. The department evaluation committee shall consist of at least three (3) members, and shall exclude the department chairperson. The manner of selection shall be determined by the FACULTY MEMBERS in each department. If necessary, or desirable, as determined by the department or President, individuals from the same or within related disciplines, mutually acceptable to the FACULTY MEMBER, department and UNIVERSITY, who are from outside the department or the UNIVERSITY(IES) may be used in any or all parts of the evaluation process. Where a mutually acceptable individual cannot be agreed upon, the President shall provide the FACULTY MEMBER and the department with a list containing the names of at least three (3) individuals who have the qualifications for the position held by the FACULTY MEMBER being evaluated. The FACULTY MEMBER shall have three (3) working days in which to select one individual from this list. If the FACULTY MEMBER fails to make a selection within the three (3) day period, the President, in consultation with the department chairperson and the department, shall designate one individual from this list to serve on the department evaluation committee. No FACULTY MEMBER or member of his/her immediate family (husband, wife, child, parent, parent-in-law, brother, sister, brother-in-law or sister-in-law) shall serve as a committee member on his/her own evaluation committee. Each department shall determine the rules and procedures under which the department evaluation committee will operate. Such rules and procedures shall be announced by the department prior to the commencement of the performance review and evaluation process.

b. The department evaluation committee shall utilize the following materials in preparation of its written review and recommendation:

(1) Student evaluations in all classes during the fall of the year of

evaluation for tenured faculty, and twice each academic year in all classes for probationary non-tenured FACULTY. An instrument for student evaluation of faculty shall be developed by local APSCUF, the UNIVERSITY management, and the appropriate student government body as designated by the President, and approved by local APSCUF and the UNIVERSITY management at local meet and discuss. If, in any year, no approved procedure and/or instrument exists, the department chairperson shall administer a student evaluation. Reproduction and tabulation of the UNIVERSITY-wide student evaluation instrument will be the responsibility of the UNIVERSITY management.

(2) Peer evaluation by the department evaluation committee and the department chairperson, including reports of classroom visitation. There shall be at least two (2) such classroom visitations each semester by the department evaluation committee, and one (1) such classroom visitation each year by the department chairperson for all non-tenured FACULTY. For all tenured FACULTY in the year of evaluation, there shall be one (1) such classroom visitation each semester by the department evaluation committee and one (1) such classroom visitation during the year by the department chairperson. Prior to putting a classroom visitation report in writing, there shall be a discussion of the observations with the FACULTY MEMBER. These reports shall not displace nor diminish the importance of other evidence of the degree to which the FACULTY MEMBER'S responsibilities have been met during the evaluation period. The department evaluation committee shall designate the manner in which peer evaluations will take place.

(3) An updated copy of the FACULTY MEMBER'S vita.

(4) Any other pertinent data the FACULTY MEMBER wishes to submit (copies of articles published, letters from references, copies of grant applications, etc.).

(5) The evaluation process for FACULTY MEMBERS with work assignments outside of their department shall be conducted by the FACULTY in the unit where the work is performed and forwarded to the FACULTY MEMBER'S department for inclusion in his/her total evaluation.

(6) Other data which the department evaluation committee may deem pertinent.

c. (1) The department evaluation committee shall provide the FACULTY MEMBER with a reasonable opportunity to discuss its report after which the committee shall submit its detailed written report and recommendation along with the above mentioned supportive materials enumerated in Section 2.A.1.b. to the appropriate Academic Dean with a copy to the FACULTY MEMBER and the department chairperson. The FACULTY MEMBER may, if he/she disagrees with the committee's report, send to the Dean a written response to the department evaluation committee's report.

(2) The department chairperson shall provide the FACULTY MEMBER with a reasonable opportunity to discuss his/her report after which the chairperson shall independently send a written report with recommendations to the appropriate Academic Dean. The chairperson's evaluation shall be based on his/her knowledge and personal observation of the FACULTY MEMBER'S performance, the results of the department

evaluation committee's report and recommendations and the materials submitted by the FACULTY MEMBER. The chairperson shall provide copies of his/her report and recommendations to the the FACULTY MEMBER and the department evaluation committee.

(3) The department evaluation committee and the department chairperson shall forward their written recommendations to the Dean or appropriate manager by the following dates:

(a) first year probationary non-tenured FACULTY by January 15.

(b) second, third, fourth, and fifth year probationary non-tenured FACULTY by November 1.

(c) tenured FACULTY by April 1.

(4) The Dean shall provide a written performance review in accordance with Section 2., Paragraphs B., C., D., and E., of this Article. The FACULTY MEMBER shall be provided with an opportunity by the Dean to discuss the performance review and such discussion shall be specific and detailed and clearly set forth those areas of performance, if any, which require improvement. This review shall be based on the data supplied by the department evaluation committee, department chairperson and any other relevant and substantiated data gathered by the Dean.

2. The failure of a department, the department chairperson, or the department evaluation committee to carry out their duties and responsibilities shall not bar the President, the appropriate Academic Dean or other UNIVERSITY management personnel from conducting, in good faith, the performance evaluation reviews nor from taking action to non-renew a probationary non-tenured FACULTY MEMBER.

3. All evaluation reviews conducted by the President, appropriate Academic Dean or other UNIVERSITY management personnel shall be subject to the provisions of Article V, GRIEVANCE PROCEDURE AND ARBITRATION, but only to the extent that the evaluation review was conducted in an arbitrary or capricious fashion. Action or inaction by the department, department chairperson or department evaluation committee with regard to the provisions of this Article shall not be subject to the provisions of Article V, GRIEVANCE PROCEDURE AND ARBITRATION.

B. Evaluation of FACULTY MEMBERS Whose Basic Areas of Responsibility Lie Outside the Classroom

1. The evaluation process for such FACULTY MEMBERS will be the same as that outlined in Section 2., Paragraphs A., D., and E., of this Article. The written performance review will be provided to such FACULTY MEMBERS by the appropriate management supervisor.

2. Categories for the evaluation of such FACULTY MEMBERS shall be the same as for teaching FACULTY as set forth in Section 1. of this Article, except that performance of duties as described in the official position description will be used in lieu of effective teaching. In the case where a teaching assignment is made, the category for effective teaching shall be included.

C. Evaluation of FACULTY MEMBERS with Mixed Workloads

The evaluation of such FACULTY MEMBERS will be governed by Section 2., Paragraphs A. and B., of this Article.

D. Evaluation of Probationary Non-Tenured FACULTY MEMBERS

1. A newly appointed tenure track FACULTY MEMBER will have probationary status for a period of five (5) years. Probationary FACULTY shall be made aware, by management in writing, at the time of their employment of the rules, regulations, procedures and objectives they are required to meet as FACULTY MEMBERS of the UNIVERSITY. A copy of each letter of appointment shall be sent to the local APSCUF President.

2. No later than February 15 of the first year of appointment, all probationary non-tenured FACULTY MEMBERS shall receive a performance review evaluation as provided for in Section 2. of this Article. The performance review evaluation shall contain a recommendation concerning renewal or non-renewal and shall specify any improvements which may be necessary.

3. Probationers in the second, third, fourth, or fifth year of employment will receive a performance review evaluation as provided for in Section 2. of this Article no later than December 15 of their second, third, fourth, or fifth year of probationary employment. This performance review shall contain a recommendation concerning renewal or non-renewal and shall specify any improvements in the performance which are recommended by the evaluator(s).

4. No evaluations will be required during the academic year in which a probationer is sent a notice of non-renewal by the President.

5. Probationary non-tenured FACULTY MEMBERS hired in January shall be given their first performance review evaluation in October of the next academic year. Commencing on December 15 of the following academic year, performance review evaluations will be in accordance with the schedule set forth above in this Section.

6. Procedures relating to retention of a probationary non-tenured FACULTY MEMBER will be in accordance with the provisions of Article XIV, RENEWALS AND NON-RENEWALS.

E. Evaluation of Tenured FACULTY MEMBER

1. Each tenured FACULTY MEMBER shall receive a performance review evaluation as provided in Section 2. of this Article no later than May 15 of his/her fifth year of appointment as a tenured FACULTY MEMBER and again no later than May 15 of every fifth year thereafter.

2. In the event that a tenured FACULTY MEMBER is on leave during any part of his/her evaluation year, he/she will be evaluated the first year following the leave.

3. Interim evaluations may be conducted, if judged necessary by the department or if required by the appropriate Academic Dean. These performance reviews must be provided in writing to the tenured FACULTY MEMBER.

Article XIII

PERSONNEL FILES

A. 1. Each UNIVERSITY shall maintain one (1) confidential complete official personnel file for each FACULTY MEMBER. No anonymous material shall be placed in the official personnel file. A FACULTY MEMBER upon his/her request shall have

the right to receive a copy of material placed in the personnel file by management personnel.

2. In addition, there may be one (1) official pre-employment file which shall be confidential and shall contain letters of reference and recommendations and/or material related thereto secured from sources outside the UNIVERSITY. At the time of the granting of tenure all letters of reference and recommendation shall be destroyed and academic credentials shall be transferred to the official personnel file, unless there is an Equal Employment Opportunity Commission action pending against the UNIVERSITY. If there is an Equal Employment Opportunity Commission action pending, the pre-employment file should be forwarded to the Office of the Chief Counsel for the SSHE for inclusion in that Office's litigation files or for destruction by that Office.

3. A FACULTY MEMBER shall have the right to make such additions or responses to the material contained in his/her official personnel file as he/she shall deem necessary. Only material which is directly related to the FACULTY MEMBER'S work performance shall be included in the confidential personnel file.

B. 1. A FACULTY MEMBER shall have access to his/her official personnel file during regular office hours, provided that there shall be no undue interference with the normal routine of the office. Under no circumstances shall the official personnel file be removed from the office by the FACULTY MEMBER, and his/her access to the file shall be only in the presence of someone in authority in the office.

2. In addition to the FACULTY MEMBER, only the Chancellor, President and their designees shall have access to the official personnel file without the express written approval of the FACULTY MEMBER. The President and his/her designee shall be responsible for the placement of material in, and the removal of material from, the official personnel file.

3. The FACULTY MEMBER shall have no right of access to the official confidential pre-employment file.

4. APSCUF shall have access to the official personnel file of a FACULTY MEMBER at reasonable times during regular office hours, after having given reasonable notice, provided APSCUF first shall have obtained the express written approval of that FACULTY MEMBER.

5. Departmental and UNIVERSITY-wide tenure and promotion committees shall have access to the official personnel file of any FACULTY MEMBER who is being considered for tenure and/or for promotion who, at the time of application, gives approval in writing. The application form of each UNIVERSITY shall include a statement giving the applicant an option either to submit or to withhold the file.

C. If the official personnel file is duly subpoenaed in accordance with law, the FACULTY MEMBER shall be notified at the earliest possible time.

Article XIV

RENEWALS AND NON-RENEWALS

A. Procedure

1. Probationary non-tenured FACULTY appointments are for one (1) year at a time

and are subject to renewal or non-renewal. The total period of unbroken full-time service in a probationary non-tenured FACULTY position at the same UNIVERSITY prior to applying for tenure will be four and one-half (4½) years, except as provided in Article XV, TENURE, Section B.

2. In the case of each probationary non-tenured FACULTY MEMBER, a determination must be made each year whether to renew the appointment of the probationer or non-renew the probationary non-tenured FACULTY MEMBER'S appointment. A probationary non-tenured FACULTY MEMBER in his/her fifth year of probationary employment may apply for tenure by December 31 (May 1 for FACULTY MEMBERS with January anniversary dates). Failure to apply for tenure shall result in the sixth year being the terminal year of employment.

3. The evaluation procedures for probationary non-tenured FACULTY MEMBERS are delineated in Article XII, PERFORMANCE REVIEW AND EVALUATION OF FACULTY.

4. Notice of Renewal and Non-Renewal

a. Probationers appointed at the start of the academic year

(1) Probationers in their first year:

No later than April 1, first year probationers will be notified, in writing, by the President of renewal or non-renewal. The non-renewal will be effective at the end of that academic year. Reasons for non-renewal shall be supplied to the FACULTY MEMBER, in writing, if requested.

(2) Probationers in their second through fourth year:

Notice of renewal or non-renewal of second, third, and fourth year probationers will be sent by the President no later than January 30 of the second, third, or fourth year of probationary employment. Non-renewals will be effective at the end of the academic year in which the non-renewal notice is sent. Reasons for non-renewal shall be supplied to the FACULTY MEMBER, in writing, if requested.

(3) Probationers in their fifth year:

Notice of renewal or non-renewal of fifth year probationers will be in accordance with the provisions of Article XV, TENURE.

b. Probationers appointed at mid-year (January)

(1) For probationers in their first year of probationary employment, notice of renewal or non-renewal for mid-year appointees shall be sent by the President no later than November 15 of their first year of probationary employment, and such non-renewal shall be effective at the end of that semester.

(2) For probationers in their second, third, and fourth year of probationary employment, notice of renewal or non-renewal for mid-year appointees shall be sent by the President no later than January 30 of the third, fourth, or fifth year of probationary employment. Such a non-renewal notice shall be effective at the end of the spring semester of the third, fourth or fifth year of probationary employment.

(3) Notice of renewal or non-renewal of fifth year mid-year appointees

shall be in accordance with the provisions of Article XV, TENURE.

5. An individual probationary non-tenured FACULTY MEMBER in the first and second year of probationary employment shall have the right to grieve, in accordance with Article V, GRIEVANCE PROCEDURE AND ARBITRATION, non-renewal only as to himself/herself and then only with respect to failure to observe the time limits set forth in Section A.4. of this Article. Action or inaction by FACULTY MEMBERS of the bargaining unit relating to renewals and non-renewals shall not be grievable and shall not bar the President from taking actions which he/she deems to be either appropriate or required.

6. Should the UNIVERSITY President decide not to renew a probationary non-tenured FACULTY MEMBER in the third or fourth year of probationary employment, who has been recommended by the department chairperson and the department evaluation committee, the FACULTY MEMBER shall have the right to grieve the non-renewal in accordance with Article V, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement. Departmental recommendations shall be made by November 15.

7. Should either a department chairperson or the department evaluation committee not recommend renewal for a probationary non-tenured FACULTY MEMBER in the third or fourth year of probationary employment, the non-renewal shall be sent to the UNIVERSITY-wide tenure committee by the President for its recommendation. If, and only if, two (2) of the three (3) recommendations (department evaluation committee, department chairperson, UNIVERSITY-wide tenure committee) favor renewal and the President fails to renew, the FACULTY MEMBER shall have the right to grieve the non-renewal in accordance with Article V, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement.

8. An individual probationary non-tenured FACULTY MEMBER in the third or fourth year of probationary appointment who does not secure at least two (2) positive recommendations shall have the right to grieve in accordance with Article V, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement only with respect to failure to observe the time limits set in Section A.4. of this Article. Action or inaction by FACULTY MEMBERS of the bargaining unit relating to renewals and non-renewals shall not be grievable and shall not bar the President from taking actions which he/she deems to be either appropriate or required.

9. The burden of proof in grievances and arbitrations filed under subsections A.6., A.7., and A.8. of this Article shall be upon the FACULTY MEMBER to show why he/she should be renewed.

B. Resignation

Any FACULTY MEMBER who does not intend to return for the following ACADEMIC YEAR shall so notify the President at the earliest possible time, but not later than March 31 of the then current year.

The SSHE/UNIVERSITIES shall have no obligation to provide letters of reference to any FACULTY MEMBER who fails to comply with the provisions of this Section.

Article XV

TENURE

A. Definition

Tenure shall mean the right of a FACULTY MEMBER to hold his/her position and not

to be removed therefrom except for just cause as hereinafter set forth in this Article or except as provided elsewhere in this Agreement.

B. There shall be a probationary period of five (5) full academic years at the UNIVERSITY (from the most recent date of appointment) for each FACULTY MEMBER. During the probationary period, the FACULTY MEMBER shall be observed and evaluated in accordance with the provisions of Article XII, PERFORMANCE REVIEW AND EVALUATION OF FACULTY. Only full-time employment at the UNIVERSITY in a non-temporary position shall be counted in computing the probationary period, except that time spent in a temporary or regular part-time, temporary full-time or regular full-time position at any UNIVERSITY(IES) may, on the recommendation of the department and the approval of the President, be counted toward the required probationary period. Additionally, any semester a probationary FACULTY MEMBER is on full leave from the UNIVERSITY, with or without pay, will not be counted toward the required probationary period. No FACULTY MEMBER will be granted tenure unless he/she has met the minimum qualifications for the rank of assistant professor as set forth in applicable laws.

C. Each UNIVERSITY President shall, by October 1 (February 1 for FACULTY MEMBERS with January anniversary dates), send a notice to all fifth year probationers with copies to the appropriate department chairperson, notifying the fifth year probationer that he/she has until December 31 (May 1 for FACULTY MEMBERS with January anniversary dates) of that year to apply for tenure. By December 31 (May 1 for FACULTY MEMBERS with January anniversary dates) of the fifth year of the probationary period, a FACULTY MEMBER may apply for tenure. The request for tenure shall be submitted to the President, with a copy to the appropriate department. This request shall include a statement of the reasons why the FACULTY MEMBER believes he/she should be granted tenure. By May 31 (December 31 for FACULTY MEMBERS with January anniversary dates) of the fifth year of probationary employment, the President shall either grant tenure to the probationer or the probationer's sixth year of employment shall be a terminal year of employment.

If a fifth year probationary FACULTY MEMBER fails to apply for tenure, that probationer's sixth year of employment shall be a terminal year.

D. All present FACULTY MEMBERS who hold tenure as the result of procedures established at their respective UNIVERSITIES shall continue in that status.

E. The procedure for granting tenure shall be:

1. A department committee, which shall include tenured FACULTY MEMBERS, if available, shall recommend to the UNIVERSITY-wide tenure committee, elected by and from the FACULTY, the names of those eligible fifth-year probationary non-tenured FACULTY MEMBERS of the department who have applied for tenure and whom they consider to be qualified for tenure; provided, however, that the department chairperson shall make an independent recommendation to the UNIVERSITY-wide tenure committee regarding those other than himself/herself who have applied for tenure. The recommendation of the department committee and of the department chairperson shall be completed no later than February 15 (October 1 for FACULTY MEMBERS with January anniversary dates), and by that date, the department chairperson shall submit the full list provided by the department committee together with his/her recommendation, in writing, with respect to each applicant, to the UNIVERSITY-wide tenure committee, and a copy of the full list shall be forwarded to the President. If the department committee or department chairperson fails to submit a recommendation to the UNIVERSITY-wide tenure committee by the appropriate date, the applicant may submit the application and the supporting material directly to the UNIVERSITY-wide tenure committee. In no case shall a FACULTY MEMBER take part in the consideration of tenure for himself/herself.

2. The UNIVERSITY-wide tenure committee shall review all tenure applications and recommendations received pursuant to this Article and shall, by April 1 (November 1 for FACULTY MEMBERS with January anniversary dates), submit its recommendations (positive and negative), together with the data upon which those recommendations are based, to the President or his/her designee. Each applicant for tenure shall have the right to request and make an appearance before the UNIVERSITY-wide tenure committee to speak on his/her own behalf, before the committee submits its recommendations to the President or his/her designee.

3. The President shall grant tenure effective as of the beginning of the next academic term to those FACULTY MEMBERS whom he/she approves and such decisions shall not be subject to the provisions of ARTICLE V, GRIEVANCE PROCEDURE AND ARBITRATION. However, if at least two (2) of the three (3) recommendations (department committee, UNIVERSITY-wide committee, department chairperson) are positive with respect to the granting of tenure and the President denies tenure, the FACULTY MEMBER shall have the right to grieve the denial of tenure in accordance with the terms of ARTICLE V, GRIEVANCE PROCEDURE AND ARBITRATION.

4. The President shall notify in writing each eligible FACULTY MEMBER, who applied for tenure in accordance with the above, of either the positive or the negative decision made with respect to the granting of tenure. The President shall make his/her decision by May 31 (December 31 for FACULTY MEMBERS with January anniversary dates). In the event that the President does not grant tenure to a FACULTY MEMBER who has been so recommended by the UNIVERSITY-wide tenure committee, the reasons therefore shall be given to such committee and the affected FACULTY MEMBER(S), if requested in writing.

5. The President shall act independently if the committee(s) fails to act within the time limits specified. Action or inaction by FACULTY MEMBERS of the bargaining unit relating to tenure is not grievable and will not bar the President from taking actions he/she deems to be either appropriate or required.

6. Representatives of local APSCUF shall have the right to meet with the department and UNIVERSITY-wide tenure committees for the purpose of explaining the duties and responsibilities of committee members.

F. 1. A tenured FACULTY MEMBER may be terminated, suspended without pay for a period not to exceed sixty (60) days, or otherwise disciplined only for just cause. In the event the President believes such just cause exists, he/she shall give written notice, specifying the reasons, to the affected FACULTY MEMBER and APSCUF, and that FACULTY MEMBER shall have the right to grieve solely by means of and in compliance with all provisions of the procedure provided for in Article V, GRIEVANCE PROCEDURE AND ARBITRATION.

2. A probationary non-tenured FACULTY MEMBER may be terminated, suspended without pay for a period not to exceed sixty (60) days, or otherwise disciplined at any time prior to the expiration of his/her five (5) year probationary period. The President shall give written notice to the affected non-tenured probationary FACULTY MEMBER and APSCUF, specifying the reasons for the discipline, and that non-tenured probationary FACULTY MEMBER shall have the right to grieve where the non-tenured probationary FACULTY MEMBER asserts that the discipline is discriminatory or arbitrary and capricious, but such assertions shall be processed solely by means of and in compliance with all provisions of the procedure provided for in Section C. of Article V, GRIEVANCE PROCEDURE AND ARBITRATION. This subsection does not apply to non-renewal actions.

G. If a FACULTY MEMBER is terminated and a grievance is filed contesting the termination, all pay and benefits shall continue for a period of ninety (90) days from

the effective date of termination, which date shall be determined solely by the President in his/her discretion. At the end of this ninety (90) day period all pay shall cease; all benefits likewise shall cease, with the exception of Life Insurance, Blue Cross/Blue Shield/Major Medical coverage, and Health and Welfare benefits, which shall continue until the date the grievance is resolved or the date the arbitration decision is issued on the grievance, whichever occurs first.

The President, in his/her sole discretion, may extend the termination date of a FACULTY MEMBER and may assign the FACULTY MEMBER the same or other academic or administrative duties if the President in his/her sole discretion determines that such assignment will not be detrimental to the operation of the UNIVERSITY. The FACULTY MEMBER may, at the President's sole discretion, be offered these same or other duties and may continue on the payroll of the UNIVERSITY.

If a terminated FACULTY MEMBER contests his/her termination by filing a grievance, such grievance will be handled in an expeditious fashion in the steps of the grievance procedure. If the grievance is not resolved by the third step of the grievance procedure and APSCUF requests that the grievance be submitted to arbitration, the parties will make a good faith effort to schedule the grievance for hearing before an arbitrator within ninety (90) days, or sooner if possible, of the date the request for arbitration is received by the SSHE/UNIVERSITIES.

H. If a FACULTY MEMBER is suspended pursuant to this Article, all benefits, including but not limited to Hospital and Medical Insurance, Life Insurance, and Health and Welfare, shall be continued for the duration of the suspension.

I. A FACULTY MEMBER'S tenure automatically shall terminate when he/she reaches age seventy (70), after which the FACULTY MEMBER may be offered and may voluntarily accept a year to year contract, in accordance with the provisions of Article XI, RETIREMENT.

Article XVI

PROMOTIONS

A. Qualifications and Categories for Evaluation

1. The minimum qualifications for ranks shall be as specified in the applicable laws.

2. In addition to the required minimum qualifications, categories for FACULTY promotions shall include, but not be limited to, the categories identified in Article XII, Section 1.A., PERFORMANCE REVIEW AND EVALUATION OF FACULTY.

B. Promotion Policies and Procedures

The following promotion procedure shall be used at each UNIVERSITY:

1. Promotions at each UNIVERSITY shall be granted by the President only in accordance with the approved and published STATEMENT OF PROMOTION POLICIES AND PROCEDURES for each UNIVERSITY.

2. The UNIVERSITY-wide promotion committee shall be elected by and from the FACULTY and shall include no more than one (1) member from any department.

3. Any FACULTY MEMBER with the required minimum qualifications may submit an application for promotion, together with written substantiation of the above-mentioned criteria, not later than November 1.

4. Applications should be submitted to the appropriate department chairperson who shall immediately notify the departmental committee. In all cases an application must receive consideration first at the department level.

5. The appropriate department committee and department chairperson shall submit the full list of applicants, together with a detailed recommendation in accordance with the UNIVERSITY STATEMENT ON PROMOTION POLICIES AND PROCEDURES with respect to each applicant, in writing, to the UNIVERSITY-wide promotion committee no later than February 1, with a copy of the list of applicants being forwarded to the appropriate Dean or other appropriate management personnel. In addition, all data and materials upon which the recommendation of the department committee is based shall be forwarded to the President or his/her designee by February 1. If the committee or chairperson fails to submit a recommendation to the UNIVERSITY-wide promotion committee by the appropriate date, the applicant may submit the application and the supporting material directly to the UNIVERSITY-wide promotion committee.

6. The UNIVERSITY-wide promotion committee shall review all applications received from the departments. The UNIVERSITY-wide promotion committee shall then forward the full list, together with its recommendations that are in accord with the UNIVERSITY STATEMENT ON PROMOTION POLICIES AND PROCEDURES as to each applicant to the President or his/her designee not later than April 15.

7. The UNIVERSITY-wide promotion committee shall have the right to consult with the appropriate department committee, department chairperson or individuals submitting requests for promotion.

8. Each applicant for promotion shall have the right to request and make an appearance before the UNIVERSITY-wide promotion committee to speak on his/her own behalf before the committee submits its recommendations to the President or his/her designee. In the event the President or his/her designee rejects a recommendation of the UNIVERSITY-wide promotion committee, that committee shall be notified in writing and shall be given an opportunity to discuss the matter with the President or his/her designee. Promotions shall be made by the President effective as of the beginning of the next academic semester and announced to the FACULTY not later than July 15 (January 15 for mid-year promotions, if applicable).

9. An individual FACULTY MEMBER shall have the right to grieve, in accordance with Article V, GRIEVANCE PROCEDURE AND ARBITRATION, promotion decisions only as to himself/herself and then only with respect to failure by management to observe the procedures set forth above or insofar as other provisions of this Agreement may have been violated. Action or inaction by members of the bargaining units with regard to promotions shall not be grievable. Representatives of local APSCUF shall have the right to meet with the department and UNIVERSITY-wide promotion committees to explain the duties and responsibilities of such committees.

C. Amending Local Promotion Policies

UNIVERSITY STATEMENTS ON PROMOTION POLICIES AND PROCEDURES shall be amended by agreement at local meet and discuss and any amendments will be reviewed for approval by State Meet and Discuss for the sole purpose of insuring their compliance with this Agreement and the "Guidelines for the Preparation of a Statement of Promotion Policies and Procedures."

Article XVII

SICK LEAVE

A. Accrual

1. A FACULTY MEMBER shall accumulate sick leave at the rate of fifteen (15) days for each academic year of service in accordance with current practice.

2. Sick leave shall be cumulative from year to year.

3. Sick leave with full pay to the total amount accumulated, but not to exceed the maximum allowed by law in a calendar year, may be granted to a FACULTY MEMBER for his/her personal illness or accident.

4. The provisions of this Article shall not preclude the granting of additional sick leave by administrative action in accordance with applicable law.

5. A FACULTY MEMBER shall be credited with paid sick leave while on sabbatical in accordance with the following schedule:

a. 7½ days shall be credited for a sabbatical leave with half pay for a full academic year or a sabbatical leave with full pay for one semester.

b. 15 days shall be credited for a sabbatical leave with full pay for the entire academic year.

6. Temporary FACULTY MEMBERS shall begin to accrue sick leave credit as of the date of hire but may only begin to accumulate sick leave credit after they have been employed for at least two consecutive semesters.

B. Usage

1. Sick leave to the maximum permitted by law (in any one calendar year) shall be granted by management to a FACULTY MEMBER, and shall be charged to the FACULTY MEMBER for any absence related to the FACULTY MEMBER'S own personal illness or accident which occurs while the FACULTY MEMBER is in an active pay status. Sick leave usage shall be charged for each day of absence in a week during which the FACULTY MEMBER is in an active pay status on the basis of a five (5) day week, regardless of a FACULTY MEMBER'S work schedule in that week. Sundays, holidays and vacation periods shall not be charged to sick leave.

2. No sick leave shall be used if the reason for the requested sick leave is an accidental injury which occurred while the FACULTY MEMBER was engaged in remunerative work unrelated to UNIVERSITY duties.

3. Sick leave may, however, be used for the purposes and in the manner set forth in Article XVIII, LEAVES OF ABSENCE, Section C.

4. A physician's statement may be required for absences of three (3) or more consecutive days because of illness, or in situations where, in the opinion of the FACULTY MEMBER'S appropriate Dean or other appropriate management personnel, sick leave is being abused.

5. FACULTY MEMBERS may use accumulated sick leave while working on a summer school contract in accordance with the following policy:

a. A FACULTY MEMBER who becomes ill after beginning summer classes may use

accumulated sick leave if he or she has not yet used more than the maximum number of days allowed by law in the current calendar year.

b. A FACULTY MEMBER who is contracted to teach summer school and cannot report for work in accordance with the terms of the contract because of illness shall be permitted to use accumulated sick leave for the duration of the contracted session; provided that the FACULTY MEMBER submits proof of illness or disability in the form of a physician's certificate which shall be submitted prior to the start of the summer session if possible, and which shall state a prognosis and expected date of return; and provided further that the UNIVERSITY may require the FACULTY MEMBER to be examined by a physician of the UNIVERSITY'S choice. If the physician chosen by the UNIVERSITY determines that the illness or disability will not prevent the FACULTY MEMBER from fulfilling his/her contract duties and responsibilities, no sick leave shall be granted.

c. A regular FACULTY MEMBER who notifies the appropriate supervisor of a reasonable delay in reporting for the beginning of summer employment may be granted paid sick leave for the period of absence.

d. Temporary faculty appointed for summer school are not entitled to receive pay for periods of absence due to illness.

6. A FACULTY MEMBER who is absent for a partial day shall be charged one-half (½) day of sick leave.

7. Sick leave of one (1) week or less for ACADEMIC FACULTY MEMBERS may, at the discretion of the President or his/her designee, require that classes be covered by colleagues of the FACULTY MEMBER. For a sick leave period of more than one (1) week, the affected classes shall be covered, at the discretion of the President or his/her designee, either by hiring a temporary FACULTY MEMBER or by assigning classes to another FACULTY MEMBER. In this latter situation, overload, in accordance with Article XIV, OVERLOAD, shall be paid to the extent the assignment exceeds the maximum teaching load provided in this Agreement.

C. Reporting Sick Leave

1. Except for emergencies, all requests for sick leave which can be anticipated (hospitalizations, surgical procedures, etc.) shall be submitted in advance. The request shall be on a signed leave form which identifies the FACULTY MEMBER and the period of absence. The request shall be submitted to the appropriate Dean, or other appropriate management personnel, who shall indicate his/her approval or disapproval and return a signed copy of the request to the FACULTY MEMBER.

2. When a FACULTY MEMBER experiences an emergency illness, it is incumbent on the FACULTY MEMBER to notify the appropriate Dean or other appropriate management personnel in a timely fashion.

3. The UNIVERSITY personnel office shall maintain the official leave record of FACULTY MEMBERS in accordance with the provisions of Article XIII, PERSONNEL FILES, and shall make periodic adjustments as appropriate to insure credit/usage records.

D. Payment for Sick Leave on Retirement

1. A FACULTY MEMBER who retires on or after July 1, 1985 and before July 1, 1986 shall be paid for his/her unused sick leave in accordance with Schedule A set forth in subsection 2 below. A FACULTY MEMBER who retires on or after

July 1, 1986 shall be paid for his/her unused sick leave in accordance with Schedule set forth in subsection 2 below.

2. Upon retirement from the SSHE/UNIVERSITIES, the following payment schedule shall apply:

DAYS ACCUMULATED	DAYS PAID	
	Schedule A	Schedule B
0 to 74 days	0	0
75 to 149 days	7½	10
150 to 224 days	12½	15
225 to 299 days	17½	20
300 and over	22½	25

3. Eligibility for payment under subsection 2 above shall be as follows:

a. Retirement at age sixty (60) or above with five (5) years of Commonwealth/SSHE service as a FACULTY MEMBER.

b. Disability retirement under the State Employees Retirement System. For purposes of this subsection, a retirement under TIAA-CREF shall be considered disability if the retiree applied for and is granted a waiver of the Commonwealth's group life insurance premium or is granted a waiver of premium under any other Group Life Insurance arrangement covering members of the bargaining unit.

c. Retirement under age sixty (60) with at least twenty-five (25) years of Commonwealth/SSHE service. The twenty-five (25) years of service need not all be as a FACULTY MEMBER but may include periods of Commonwealth/SSHE service in other than FACULTY positions.

4. Such a FACULTY MEMBER shall not be paid for part days of accumulated sick leave.

5. None of the benefits provided herein are to be construed as payable as a death benefit.

6. No payment herein shall be construed to add to the credited service of the retiring FACULTY MEMBER or to the retirement covered compensation of the member.

7. Payment for unused sick leave as provided for in this Section shall be at the rate of pay of the FACULTY MEMBER on the date of retirement.

Article XVIII

LEAVES OF ABSENCE

A. Sabbatical Leaves

1. A leave of absence for a period not to exceed eighteen (18) UNIVERSITY calendar weeks with full pay in accordance with current scheduling practice, or a leave of absence for a period not to exceed thirty-six (36) UNIVERSITY calendar weeks with half pay, in accordance with current scheduling practice, for restoration of health, study, travel, or other appropriate purposes, may be

requested by a FACULTY MEMBER and may, at the discretion of the President, be granted to any FACULTY MEMBER of any UNIVERSITY who has submitted a request for consideration for a sabbatical leave and who has completed seven (7) or more years of satisfactory service as a FACULTY MEMBER of one (1) or more of the UNIVERSITIES, as specified below. Library FACULTY MEMBERS who were granted academic faculty rank shall accrue credits towards sabbatical leave only from the date the academic faculty rank was granted.

2. At least five (5) consecutive years of such service shall have been rendered to the UNIVERSITY from which the leave is sought. A FACULTY MEMBER who has been granted an approved leave without pay shall not be deemed to have had his/her consecutive service interrupted; provided, however, that time spent on such leave shall not count as service toward a sabbatical leave nor towards the accumulation of sick leave.

3. If the UNIVERSITY operates on a system of units other than semesters, the FACULTY MEMBER may, at his/her option, be granted a sabbatical leave corresponding to one (1) or more of these units so long as the restriction set forth in subsection 1. above, concerning total weeks of sabbatical leave which can be granted in each such leave, is met.

4. One (1) sabbatical leave may be requested, considered and granted in accordance with the procedures set forth in this Article for each additional seven (7) years of service. Leaves shall be accumulated so that no one shall lose entitlement to consideration for a sabbatical leave because of failure to use leave due to scheduling practices at a particular UNIVERSITY, but no one shall be entitled to be considered for or use more than thirty-six (36) weeks of the accumulated leave as part of any one (1) sabbatical leave.

5. No FACULTY MEMBER who resigns or who is retrenched, terminated or for any other reason leaves employment with the SSHE/UNIVERSITIES shall be entitled to request or be considered for the grant of a sabbatical leave. No sabbatical leave shall be granted unless the FACULTY MEMBER shall agree in writing to return to his/her employment with the UNIVERSITY for a period of not less than one (1) year immediately following the expiration of such leave of absence. Where a FACULTY MEMBER has requested, been considered for, been granted and scheduled for a sabbatical leave in accordance with provisions of Section F.1. of Article XXIX, RETRENCHMENT, and that FACULTY MEMBER thereafter receives a notice of retrenchment in accordance with the terms of that same Article, the FACULTY MEMBER will be entitled to be returned to his/her former position but only for that period of time which precedes the effective date of the retrenchment. Nothing in this Agreement shall prevent the SSHE/UNIVERSITIES from providing FACULTY MEMBERS who are on approved sabbatical leaves with notice of retrenchment in accordance with Article XXIX, RETRENCHMENT.

6. No sabbatical leave of absence shall be considered a termination or breach of the contract of employment and the FACULTY MEMBER on sabbatical leave shall be returned to the same position he/she occupied prior thereto. Where a FACULTY MEMBER has requested, been considered for, been granted and scheduled for a sabbatical leave in accordance with the provisions of Section F.1. of Article XXIX, RETRENCHMENT, and that FACULTY MEMBER thereafter receives a notice of retrenchment in accordance with the terms of that same Article, the FACULTY MEMBER will be entitled to be returned to his/her former position but only for that period of time which precedes the effective date of the retrenchment.

7. If a FACULTY MEMBER is granted a sabbatical leave during two (2) summer periods the FACULTY MEMBER shall receive five (5) bi-weekly checks for each of

the two (2) summer periods. However, a FACULTY MEMBER granted such a sabbatical leave shall not be eligible for a summer school contract.

8. Every FACULTY MEMBER while on sabbatical leave of absence shall be considered to be in regular full-time daily attendance in the position from which the leave is being taken during the period of said leave, for the purpose of determining the FACULTY MEMBER'S length of service and the right to receive increments as provided by law or contract.

9. Every FACULTY MEMBER on sabbatical leave shall retain the right to make contributions as a member of the State Employees' Retirement Fund, the Public School Employees' Retirement Fund or TIAA-CREF and continue his/her membership therein.

10. Nothing in this Section shall be construed to prevent any FACULTY MEMBER on sabbatical leave from receiving a grant for further study from any institution of learning other than the UNIVERSITY which employs him/her.

11. Each UNIVERSITY may grant sabbatical leaves of absence in any one (1) year to up to seven percent (7%) of its FACULTY.

12. a. A committee chosen by and from the FACULTY at each UNIVERSITY shall receive applications for sabbatical leaves at a time and in a manner which it shall determine and announce.

b. The committee shall review applications and forward the full list of applicants, with such recommendations, in priority order to the President or his/her designee at least eight (8) months before the leave is to commence.

c. Should the President or his/her designee reject in whole or in part the recommendations of the committee, the committee shall be notified in writing and shall be given an opportunity to discuss the matter with the President or his/her designee, but the President shall make and announce his/her decision with respect to the granting of sabbatical leaves not later than six (6) months prior to the beginning of the time when the leave will commence.

d. As authorized by law, the President of each UNIVERSITY shall have the right to consider requests for and make the determination concerning the granting of sabbatical leaves as he/she in his/her sole discretion deems appropriate and to make such regulations as he/she may deem necessary to make sure that a FACULTY MEMBER on sabbatical leave utilizes such leave properly for the purpose for which it was granted, including requiring reports from the FACULTY MEMBER in such manner as the President may deem necessary.

e. (1) An individual FACULTY MEMBER shall have the right to grieve, in accordance with the procedures of Article V, GRIEVANCE PROCEDURE AND ARBITRATION, sabbatical leave decisions but only as to himself/herself and then only with respect to failure to observe the specific procedures set forth above.

(2) APSCUF shall have the right to grieve in accordance with the procedures of said Article V, with regard to a substantial change in the pattern of granting sabbatical leaves at a specific UNIVERSITY.

B. Military Leaves

FACULTY MEMBERS shall be eligible for military leave as provided as follows:

1. Military Reserve

a. FACULTY MEMBERS who are members of reserve components of the Armed Forces of the United States shall be entitled to military leave with compensation for all types of training duty ordered or authorized by the Armed Forces of the United States. Such training duty may be either active or inactive and shall include but not be limited to:

(1) Annual active duty for training
(2) Attendance at service schools
(3) Basic training
(4) Short tours of active duty for special projects
(5) Attendance at military conferences and participation in any command post exercise or maneuver which is separate from annual active duty for training or inactive duty training.

b. For military training duty as provided for in subsection a. of this Section the maximum military leave with compensation is fifteen (15) working days per calendar year.

c. The rate of compensation for a military leave day shall be the FACULTY MEMBER'S regular rate of pay.

2. Pennsylvania National Guard

a. In accordance with the Military Code as amended by Act 92 of 1975, all FACULTY MEMBERS who are members of the Pennsylvania National Guard shall be entitled to military leave with compensation for all types of training duty ordered or authorized by the Armed Forces of the United States. Such training duty may be either active or inactive and shall include but not be limited to:

(1) Annual active duty for training
(2) Attendance at service schools
(3) Basic training
(4) Short tour of active duty for special projects
(5) Attendance at military conferences and participation in any command post exercise, or maneuver which is separate from annual active duty for training or inactive duty training.

b. For military training duty as provided for in subsection a. of this Section, the maximum military leave with compensation is fifteen (15) working days per calendar year.

Requests for paid leave beyond fifteen (15) days will be approved if the FACULTY MEMBER can demonstrate that he/she has been ordered to involuntary duty, that the fifteen (15) day entitlement was previously used for involuntary duty, and that the duty or training for which the extension is requested in no way arises or results from or is related to any of the following:

(1) a FACULTY MEMBER'S earning military rank or position or

maintenance of military rank or position;

(2) a FACULTY MEMBER'S voluntary participation in any type of activity;

(3) voluntary or involuntary duty or training which can be fulfilled or scheduled during an employee's non-working time.

It is understood that such extension shall not be considered for the purpose of covering basic training beyond fifteen (15) days.

c. Military leaves with compensation shall also be granted to members of the Pennsylvania National Guard on all working days during which, as members of the Pennsylvania National Guard, they shall be engaged in the active service of the Commonwealth as ordered by the Governor.

d. The rate of compensation for a military leave day shall be the FACULTY MEMBER'S regular rate of pay.

3. General

a. FACULTY MEMBERS who leave their jobs for the purpose of entering voluntarily or involuntarily any branch of the Armed Forces of the United States, any of its Reserve components or any of its National Guard components for the purpose of training or service shall be granted military leave without pay.

b. FACULTY MEMBERS who are on military leave without pay shall either have their duties performed by remaining faculty and their positions kept vacant or they shall be performed by temporary substitutes.

4. Granting, Duration and Expiration of Military Leave Without Pay

a. Military leave without pay must be granted for the following military services:

(1) For all active duty served to a maximum of four (4) years plus up to one (1) year of voluntarily extended active duty and all involuntary extensions of active duty.

(2) For Reservists or National Guardsmen for initial active duty for training. A Reservist or Guardsman who is granted military leave without pay for initial active duty for training shall not have such military leave without pay count toward the maximum amount of time he/she may serve on active duty.

(3) For Reservists or National Guardsmen for other military training duty. A Reservist or National Guardsman who is granted military leave without pay for other military training duty shall not have such military leave without pay count toward the maximum amount of time he/she may serve on active duty.

b. Military leave without pay shall expire:

(1) Under a.(1) above, ninety (90) days following release from active duty or if the FACULTY MEMBER is hospitalized at the time of release from active duty, ninety (90) days from the date of release from the

hospital, provided that the hospitalization does not continue for more than a year after release from active duty.

(2) Under a.(2) above, thirty-one (31) days following release from initial active duty for training.

(3) Under a.(3) above, the next regularly scheduled work day following release from other military training duty.

5. Re-employment

A FACULTY MEMBER has the right to return to employment at the time of or prior to the expiration of military leave upon notifying the President of the desire and availability to return to UNIVERSITY service.

6. Seniority Rights

A FACULTY MEMBER who returns to employment at the time of or prior to the expiration of military leave shall be given such status in employment as would have been enjoyed if employment had been continuous from the time of entrance into the Armed Forces.

7. Retirement Rights

FACULTY MEMBERS who are granted military leaves may, under conditions provided in the Military Code (51 P.L. §7306) and Chapter 43, Part III of Title 38 United States Code and in accordance with procedures prescribed by the State Employees' Retirement Board and the Public School Employees' Retirement Board, choose either to continue or discontinue making regular payments into their retirement accounts.

8. Loss of Benefits

FACULTY MEMBERS who are separated from the service by discharge under other than honorable conditions, bad conduct or dishonorable discharge shall not be entitled to any of the benefits of subsections 3 through 8 of this Section (relating to military leaves without pay) except such vested rights as they may have acquired prior thereto by virtue of payments into their retirement accounts.

9. Physical Examinations

A FACULTY MEMBER shall be granted one day's leave with pay for the purpose of undergoing any physical examination that may be required in connection with entering the Armed Forces. An extension of such paid leave, not exceeding two additional days, may be approved by the President if the FACULTY MEMBER certifies in writing that more than one day is required to complete the examination.

10. During the period of military leave, the FACULTY MEMBER shall receive no credit for tenure and/or sabbatical leave.

C. Bereavement Leave

A FACULTY MEMBER may use up to five (5) days of sick leave for the death of a spouse, parent, step-parent, child, step-child and up to three (3) days of such leave for the death of a brother, sister, grandparent, grandchild, son or daughter-in-law, brother or sister-in-law, parent-in-law, grandparent-in-law, aunt, uncle or any relative residing in the employee's household with the FACULTY MEMBER or any person

with whom the FACULTY MEMBER has made his/her home. The actual days to be granted shall be such as will accommodate to the reasonable needs of the FACULTY MEMBER involved, and it is expected that his/her classes or other responsibilities will be covered by his/her colleagues.

D. Civil Leave

1. A FACULTY MEMBER who has not volunteered for jury duty but who is called for jury duty or who is not a party in a civil or criminal court proceeding but who is subpoenaed to attend court as a witness shall be granted a leave with pay while attending court and for the period of time that the FACULTY MEMBER'S attendance is required at court. Evidence of such required court attendance in the form of a subpoena or other written notification shall be presented to the FACULTY MEMBER'S Dean or other appropriate management representative as far in advance as is practicable. The UNIVERSITY shall have the right to request the appropriate authorities to relieve such FACULTY MEMBER of jury duty or the court appearance in any manner permitted by law and the FACULTY MEMBER is expected to report for regular UNIVERSITY duty when his/her attendance at court is not required either for the aforementioned jury duty or as a subpoenaed witness. The term court as used in this subsection is intended to mean only the following courts: Minor Judiciary Court, Courts of Common Pleas, Commonwealth Court and the United States District Court.

2. FACULTY MEMBERS who are subpoenaed as witnesses in the following administrative hearings shall be granted leave with pay while attending such hearings: Unemployment Compensation Board of Review Referee, Workers' Compensation Referee, Worker's Compensation Appeal Board, State Civil Service Commission, Pennsylvania Human Relations Commission, and Pennsylvania Labor Relations Board.

Evidence of such duty in the form of a subpoena or other written notification shall be presented to the President of the UNIVERSITY as far in advance as practicable.

E. Professional Leaves/Educational Leaves

1. FACULTY MEMBERS may with the prior written approval of the President or his/her designee participate in out-service training, consistent with the provisions of the SSHE Personnel Rules, Chapter 33, Sections 31 through 33, as contained in Management Directive 505.7 and as amended during the term of this Agreement.

2. Allowances for travel expenses in accordance with Article XXXII, TRAVEL EXPENSES, may be granted to FACULTY MEMBERS on such leave, subject to the availability of funds and to SSHE/UNIVERSITY regulations.

F. Leaves for APSCUF Service

FACULTY MEMBERS who are elected or appointed full-time officials or representatives of APSCUF shall, at the written request of the FACULTY MEMBER, submitted not less than sixty (60) days prior to the start of a term, be granted leaves without pay for the maximum term of office, not to exceed three (3) years. Such leaves may be renewed or extended by the written mutual consent of APSCUF and the UNIVERSITY(IES). In no event shall more than three (3) FACULTY MEMBERS from the UNIVERSITY(IES) be on such leave at any one time.

G. Miscellaneous Leaves Without Pay

FACULTY MEMBERS shall be granted leaves without pay at the sole discretion of the President or his/her designee for any reason, for a period not to exceed two (2) years, which may be extended at the discretion of the President or his/her designee for an additional two-year period.

H. Childbirth Leave

FACULTY MEMBERS shall be eligible for childbirth leave as provided as follows:

1. General

FACULTY MEMBERS of the SSHE/UNIVERSITIES who become parents through childbirth
or formal adoption shall be granted childbirth leave upon request.

2. Granting Leave

a. A FACULTY MEMBER shall submit written notification to his/her department chairperson stating the anticipated duration of the childbirth leave, at least two (2) weeks in advance, if circumstances permit. Such leave shall be granted for a period of time not to exceed six (6) months. Upon the request of the FACULTY MEMBER and at the discretion of the President, childbirth leave may be extended or renewed for a period not to exceed six (6) months. In no case shall the total amount of childbirth leave exceed twelve (12) months.

b. In no case shall a pregnant FACULTY MEMBER be required to leave prior to the childbirth unless she can no longer satisfactorily perform the duties of her position.

c. While a FACULTY MEMBER is on childbirth leave, the duties of the position shall either be performed by remaining FACULTY MEMBERS and the position kept vacant or they shall be performed by a substitute employee.

d. (1) Childbirth leave for the parent of an adopted child(ren) shall commence no later than six (6) months following the adoption of the child(ren).

(2) Childbirth leave for the father of his natural child shall commence no later than six (6) months after the birth of the child.

3. Re-employment

a. Every FACULTY MEMBER shall have the right to return to the same position held before going on childbirth leave, or to an equivalent position for which he/she qualifies.

b. A FACULTY MEMBER'S anniversary date shall be extended in the same manner as is done with respect to leaves without pay.

4. Annual and Sick Leave

A FACULTY MEMBER who is on childbirth leave without pay is entitled to use accrued sick leave for the period she is unable to work as certified by a physician. An ADMINISTRATIVE FACULTY MEMBER on a twelve (12) month contract who is on childbirth leave may use all accrued annual and personal leave. All other

periods of leave related to childbirth leave shall be leave without pay. Unused leave shall be carried over until his/her return. A FACULTY MEMBER shall not earn personal or sick leave while on childbirth leave without pay. An ADMINISTRATIVE FACULTY MEMBER shall not earn annual leave while on childbirth leave without pay.

5. It is understood by both parties that the provisions of this Article are consistent with the Pennsylvania Human Relations Act of 1969, P.O. 133, (No. 56).

I. Childrearing Leave

FACULTY MEMBERS shall be granted leaves without pay at the sole discretion of the President or his/her designee for the purpose of childrearing, for a period not to exceed two (2) years, which may be extended at the discretion of the President or his/her designee for an additional two-year period.

Article XIX

WORK-RELATED INJURIES

A. A FACULTY MEMBER who sustains a work-related injury during the period of this Agreement, as the result of which the employee is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Insurance program, shall be entitled to word-related disability leave. Work-related disability leave is a leave of absence for which the FACULTY MEMBER will be paid full pay reduced by an amount that yields a net pay, including Workers' Compensation and Social Security Disability Benefits, that is equal to the FACULTY MEMBER'S net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding and Social Security and retirement contributions. Work-related disability leave shall be payable for an aggregate of twelve (12) months or for the duration of the disability, whichever is the lesser. In no case, however, will the aggregate of twelve (12) months extend beyond three (3) calendar years from the date the injury occurred.

A FACULTY MEMBER who sustained a work-related injury prior to July 1, 1981 will continue to receive benefits in accordance with the previous Agreement between the SSHE and APSCUF.

B. There shall be no reduction in credited service under the State Employees' Retirement Code during the period of time that the FACULTY MEMBER is on work-related disability leave.

C. A FACULTY MEMBER who qualifies for work-related disability leave shall not be entitled to use sick, annual or personal leave during the period of eligibility. If the disability continues, sick leave accumulation may be taken at the expiration of the eligibility period to the extent of such accumulation, or the maximum allowed by law in a calendar year whichever is less. Effective July 1, 1981, sick leave and annual leave shall be earned on thirty-four percent (34%) of the work-related disability leave hours used. Personal leave shall not be earned during work-related disability leave.

D. A FACULTY MEMBER is required to refund to the Employer the amount of overpayment of pay if an overpayment results because a claim denial is issued under the operation of the Workers' Compensation Insurance program. In no case shall a FACULTY MEMBER be entitled to full pay and Workers' Compensation and/or Social Security for the period of eligibility. The Employer shall recover any amount in excess of the FACULTY MEMBER'S work-related disability leave amount. Failure to apply for or report Social

Security or other applicable disability benefits to the Employer will result in the termination of work-related disability leave.

E. SSHE paid coverage for life insurance and for hospital and medical insurance under the BC/BS/MM Plan as provided in Article XXI, FRINGE BENEFITS, will continue for the period of time that the employee is on work-related disability leave.

F. A FACULTY MEMBER has the right to return to a position in the same department and at the same rank held before being disabled for a period of up to three (3) years from the date the injury occurred, provided the FACULTY MEMBER is fully capable of performing the duties of that position, subject to the provisions of Article XXIX, RETRENCHMENT. This guarantee expires if the disability ceases prior to the expiration of the three (3) year period and the FACULTY MEMBER does not return to work immediately or if the FACULTY MEMBER retires or otherwise terminates employment. During the period of time between the end of the work-related disability leave and the end of the guarantee in this Section, the FACULTY MEMBER will be on leave without pay unless the employee is using sick leave in accordance with Section C of this Article.

G. The compensation for disability retirement arising out of work-related injuries shall be seventy percent (70%) of the final average salary less Workers' Compensation and Federal Social Security benefits.

H. A FACULTY MEMBER who sustains a work-related injury during the period of this Agreement, if so determined by a decision issued under the operation of the Workers' Compensation Insurance program, may be absent from work with pay on ten (10) occasions without use of sick, annual, or personal leave for the purpose of continued medical treatment of the work-related injury for a period of three (3) years from the date the injury occurred. Each absence shall not exceed one (1) work day or the minimum amount of time necessary to obtain the medical treatment, whichever is less, and must be substantiated by a doctor's certificate verifying that the medical services were necessary and related to the work injury. FACULTY MEMBERS shall make reasonable efforts to schedule medical appointments during non-work hours. Verification of the length of the medical appointment may be required. This Section is not applicable to any absence for which Workers' Compensation is payable.

Article XX

RETIREMENT

A. FACULTY MEMBERS shall have the option to elect retirement under the State Employee's Retirement Fund or TIAA-CREF in accordance with COMMONWEALTH rules and regulations then obtaining. In addition, they shall continue to enjoy those other retirement benefits that are currently provided under applicable laws. The amount to be contributed by the SSHE (in the event of a selection of TIAA-CREF) shall be calculated at the rate actuarially determined exclusively by the State Employee's Retirement Board to be payable to the State Employee's Retirement Fund for each such FACULTY MEMBER.

B. The parties shall meet and discuss during the term of the Agreement aspects of the COMMONWEALTH's retirement program that are of mutual interest.

C. A FACULTY MEMBER'S tenure automatically shall terminate when he/she reaches age seventy (70) and he/she shall be subject to being retired at the discretion of the President at the end of the then current academic year or any succeeding academic year.

D. The provisions of this Article shall not be subject to the provisions of

Article V, GRIEVANCE PROCEDURE AND ARBITRATION.

Article XXI

FRINGE BENEFITS

A. Hospital and Medical Insurance

1. The SSHE shall, at its sole cost and expense, continue to provide each permanent full-time FACULTY MEMBER with coverage under the present Blue Cross/Blue Shield/Major Medical (BC/BS/MM) Plan including the present Precertification and Preferred Provider Plan. The Precertification Plan and the Preferred Provider Plan include the following conditions:

a. Emergency care is excluded from both plans;

b. A sufficient number of physicians, adequately distributed, must be maintained in the Preferred Provider Plan;

c. The quality of medical care shall not be adversely affected;

d. Physician-patient relationships in process prior to January 1, 1985, must not be interrupted;

e. The continuity of FACULTY MEMBER health care must not be interrupted in the event that a physician leaves the Preferred Provider Plan;

f. Notification burdens for precertification shall not fall on the FACULTY MEMBER;

g. Appeals for denied medical coverage or any breakdown in procedures must be handled or corrected in an objective and timely fashion without harm to the FACULTY MEMBER.

The BC/BS/MM Plan shall provide dependency coverage where the dependents of the FACULTY MEMBER qualify under such Plan.

For the purposes of Hospital and Medical Insurance under this Agreement, however, it is understood that the term permanent includes full-time tenured, full-time non-tenured probationary, and full-time temporary FACULTY MEMBERS who are employed to work a standard workload for one academic year, but does not include temporary FACULTY MEMBERS employed to work one academic semester.

2. Effective July 1, 1985, SSHE shall increase the major medical claim maximums for each FACULTY MEMBER to $250,000.00 for all covered claims except mental claims. The major medical mental claim maximum shall be increased to $50,000.00.

3. Eligible FACULTY MEMBERS shall be provided a choice between enrollment in the BC/BS/MM Plan and a Health Maintenance Organization (HMO) or similar health plan with which the COMMONWEALTH/SSHE has made contractual arrangements. Eligible FACULTY MEMBERS shall be those active, full-time, permanent FACULTY MEMBERS who are not enrolled in Medicare and who have no dependents enrolled in Medicare. The choice between the BC/BS/MM Plan and the HMO Plan shall be operated as follows:

a. The option to elect the coverage in the HMO shall be made available to those FACULTY MEMBERS who reside within the service area of the HMO.

b. The amount and kind of benefits available to the FACULTY MEMBERS shall be those offered by the HMO and contracted for by the COMMONWEALTH/SSHE.

c. The Health and Welfare Fund contribution rate will not be affected as a result of offering the HMO option.

d. The option to elect coverage under an HMO or to return to coverage under the BC/BS/MH Plan shall be available during annual open enrollment periods designated by the COMMONWEALTH/SSHE, the HMO and BC/BS/MH. FACULTY MEMBERS who are newly hired or transferred into the HMO service area may elect either option at that time. FACULTY MEMBERS who leave the service area or who are dissatisfied with an HMO may convert their coverage back to the BC/BS/MH Plan.

e. The SSHE shall contribute to the HMO for each FACULTY MEMBER subscriber an amount not to exceed that which he/she would pay under Section A, subsection 1 above based on the regular BC/BS/MH individual or multi-party rate component appropriate for the geographic area in which the HMO is located. Additional costs, if any, of an HMO shall be paid for by the FACULTY MEMBER through payroll deductions.

f. If FACULTY MEMBER payroll deductions are required and FACULTY MEMBERS are placed on sick or childbirth leave without pay, benefits may be continued for up to six (6) months only if the FACULTY MEMBERS continue to pay their share of the premium. If the FACULTY MEMBERS do not pay their share of the premium, their coverage under the HMO will be cancelled and they will be permitted to convert to the regular subscription agreement then being offered by the HMO or BC/BS/MH on a direct pay basis.

4. The SSHE shall provide permanent part-time FACULTY MEMBERS who are expected to be in an active pay status at least fifty percent (50%) of the time every pay period of the academic year or full year, as appropriate, for each FACULTY MEMBER'S position, with fifty percent (50%) SSHE paid coverage under the BC/BS/MH Plan as provided for in Section A.1. In addition, it shall provide fifty percent (50%) SSHE paid dependency coverage where the dependents of the FACULTY MEMBER qualify under such Plan.

5. a. Permanent full-time FACULTY MEMBERS who are granted leave without pay due to sickness or childbirth will be eligible to continue to receive benefits under the BC/BS/MH Plan for up to six (6) months.

b. Permanent part-time FACULTY MEMBERS and those permanent full-time FACULTY MEMBERS who are placed on suspension or who are granted leave without pay for any reason other than for sickness or childbirth for longer than one (1) full pay period or who are on leave without pay longer than six (6) months, will be permitted to convert their regular Subscription Agreements then being offered by Blue Cross and Blue Shield on a direct pay basis.

c. Permanent full-time FACULTY MEMBERS who are granted educational leave without pay will be eligible to continue to receive benefits for the length of such leave.

d. The SSHE shall continue to pay the entire premium for permanent full-time FACULTY MEMBERS for the period of time for which they are entitled to benefits under Section A, subsections 5.a. and 5.c. above.

6. a. The COMMONWEALTH/SSHE shall allow each FACULTY MEMBER who was eligible as an active FACULTY MEMBER under the BC/BS/MM Plan or the HMO Plan to elect coverage upon retirement under the present BC/BS/MM Plan or an approved HMO Plan if available under the Retired Employees' Health Program. In addition, dependency coverage shall be allowed where the dependents of the annuitant qualify under such Plan.

b. The SSHE shall pay the entire cost of coverage for annuitants who retire under the provisions of subsections (1), (2), or (3) below and who have elected coverage under 6.a. above.

(1) Retirement at or after superannuation age with at least ten (10) years of credited service in the State and/or public school retirement systems, except that a FACULTY MEMBER who leaves SSHE employment through resignation, discharge or retrenchment prior to superannuation age, vests retirement benefits and does not retire until at or after superannuation age must have had on the date of resignation, discharge or retrenchment, twenty-five (25) years of credited service in the State and/or public school system. A FACULTY MEMBER who is retrenched prior to superannuation age, vests his/her retirement benefits and subsequently retires at or after superannuation age during the furlough period must have ten (10) or more years of credited service in the state and/or public school retirement system. For purposes of this subsection, superannuation under TIAA-CREF shall be sixty (60) years of age with at least ten (10) years of COMMONWEALTH, SSHE and/or public school service.

(2) Disability Retirement, which requires at least ten (10) years of credited service in the state or public school retirement system. For purposes of this subsection, retirement under TIAA-CREF shall be considered disability if the retiree applies for and is granted a waiver of the Commonwealth's group life insurance premium or is granted a waiver of premium under any other Group Life Insurance arrangement covering members of the bargaining unit.

(3) Other retirement including retirement under TIAA-CREF with at least twenty-five (25) years of credited service in the State and/or public school retirement systems, and who have elected coverage under the State Employee Program.

7. It is understood and agreed that the references to Blue Cross/Blue Shield/Major Medical (BC/BS/MM) Plan in this Article shall not restrict the Employer's right after consultation with APSCUF to replace Blue Cross and Blue Shield with other insurers/administrators, provided equivalent coverage, benefits and employer contributions are maintained.

8. In no event shall Hospital and Medical coverage and benefits for eligible FACULTY MEMBERS and their dependents and eligible annuitants and their dependents be less than for other employees of the SSHE covered by collective bargaining agreements.

b. Life Insurance

1. The SSHE/UNIVERSITIES shall continue to assume the entire costs of the insurance coverage for eligible FACULTY MEMBERS as set forth in the currently existing life insurance plan. The amount of insurance is based on the FACULTY MEMBER'S annual pay rate in effect on the preceding January 1, rounded to the

nearest $1,000, but not to exceed $40,000. The amount will be reduced to fifty percent (50%) on the date the insured individual reaches age seventy (70).

2. The SSHE/UNIVERSITIES shall continue to provide each FACULTY MEMBER who is covered under the currently existing life insurance plan with fully paid accidental death benefits for work-related accidental deaths. The amount of coverage is $20,000.

C. Holidays

1. The following days shall be recognized as major holidays for ADMINISTRATIVE FACULTY MEMBERS who are on twelve-month (12) contracts:

a.	New Year's Day	d.	Labor Day
b.	Memorial Day	e.	Thanksgiving Day
c.	Independence Day	f.	Christmas Day

Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday. An ADMINISTRATIVE FACULTY MEMBER on a twelve (12) month contract shall be paid for any holiday listed above provided he/she was scheduled to work on that day and was in an active pay status on the last half of the ADMINISTRATIVE FACULTY MEMBER'S scheduled work day immediately prior and the first half on the ADMINISTRATIVE FACULTY MEMBER'S scheduled work day immediately subsequent thereto.

2. The following days shall be recognized as minor holidays for ADMINISTRATIVE FACULTY MEMBERS on twelve (12) month contracts and shall be scheduled by the President of each UNIVERSITY. At the request of local APSCUF, the President or his/her designee(s) shall meet and discuss concerning the matter of rescheduling the following minor holidays:

a. Martin Luther King Jr.'s Birthday
b. President's Day
c. Columbus Day
d. Veterans' Day

3. An ADMINISTRATIVE FACULTY MEMBER on a twelve (12) month contract shall earn a minor holiday provided he/she was scheduled to work the actual day a minor holiday is celebrated and was in an active pay status on the last half of the ADMINISTRATIVE FACULTY MEMBER'S scheduled work day immediately prior and the first half of the ADMINISTRATIVE FACULTY MEMBER'S scheduled work day immediately subsequent to the actual day a minor holiday is celebrated. An ADMINISTRATIVE FACULTY MEMBER who earns a minor holiday and subsequently terminates employment prior to taking the rescheduled day off with pay shall be compensated for such holiday. In the event the earning of a minor holiday(s) is anticipated and an ADMINISTRATIVE FACULTY MEMBER terminates employment prior to actually earning the anticipated holiday(s), such ADMINISTRATIVE FACULTY MEMBER shall reimburse the SSHE/UNIVERSITIES for the holiday(s) taken but not earned. If a holiday is observed while an eligible ADMINISTRATIVE FACULTY MEMBER on a twelve (12) month contract is on sick, annual, or other paid leave status, the ADMINISTRATIVE FACULTY MEMBER will receive pay for the holiday and the day will not be charged against other paid leave.

D. Personal Leave Days

1. FACULTY MEMBERS on nine (9) month contracts shall be eligible for two (2) personal days per calendar year and FACULTY MEMBERS on twelve (12) month contracts who strictly follow the administrative schedule shall be eligible for

five (5) personal days per calendar year. Summer work shall be excluded when determining whether a FACULTY MEMBER is on a nine (9) or twelve (12) month contract.

2. For FACULTY MEMBERS entitled to two (2) personal leave days, one personal leave day shall be earned the first half of each calendar year (January 1 to June 30), and one personal leave day shall be earned the second half of each calendar year (July 1 to December 31). For FACULTY MEMBERS entitled to five (5) personal leave days, one personal leave day shall be earned during each one-fifth calendar year.

3. A FACULTY MEMBER entitled to two (2) personal leave days must have thirty (30) days service in pay status in each half calendar year to earn the personal leave entitlement under D.2. above. A FACULTY MEMBER entitled to five (5) personal leave days must have thirty (30) days service in pay status in each one-fifth calendar year to earn the personal leave entitlement under D.2. above.

4. Personal leave shall be scheduled and granted for periods of time requested by the FACULTY MEMBER subject to management's responsibility to maintain efficient operations. Requests for personal leave by an ACADEMIC FACULTY MEMBER shall be submitted in writing by the ACADEMIC FACULTY MEMBER and shall be answered by management within seven (7) days. Such requests for personal leave by an ACADEMIC FACULTY MEMBER must be accompanied by evidence that the classes of the ACADEMIC FACULTY MEMBER are covered by a qualified colleague of the ACADEMIC FACULTY MEMBER and, in addition, such leave shall not result in overload costs to the SSHE/UNIVERSITIES. If the nature of the work makes it necessary to limit the number of FACULTY MEMBERS on personal leave at the same time, the FACULTY MEMBER with the greatest seniority as it relates to total years of continuous service at the institution shall be given his/her choice of personal leave in the event of any conflict in selection.

5. Personal leave to which a FACULTY MEMBER may become entitled during the academic year may be granted at the President's discretion before it is earned. A FACULTY MEMBER who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the UNIVERSITY for those days of personal leave used but not earned.

6. Personal leave days shall be noncumulative from calendar year to calendar year. If a FACULTY MEMBER is required to work on his/her requested personal leave day and is unable to schedule his/her personal day during the calendar year due to the demands of his/her work, the calendar year shall be extended for ninety (90) days for scheduling purposes.

7. A FACULTY MEMBER who becomes ill while on personal leave will not be charged personal leave for the period of illness provided he/she furnishes a satisfactory proof of such illness to the UNIVERSITY upon his/her return to work.

8. In the event that a FACULTY MEMBER is unable to find a qualified colleague to replace him/her while he/she is on personal leave, such FACULTY MEMBER shall advise his/her department chairperson of this problem. The chairperson and the Dean shall assist the FACULTY MEMBER in attempting to find a qualified colleague to cover the FACULTY MEMBER'S classes.

E. Vacations

1. An ADMINISTRATIVE FACULTY MEMBER on a twelve (12) month contract shall be eligible for annual leave after thirty (30) days of service with the UNIVERSITY.

ADMINISTRATIVE FACULTY MEMBERS shall earn leave credits as of their date of hire. Leave shall be earned according to the following schedule:

Service	Annual Leave Entitlement Per Year	Per Month
Less than 12 months	10 days	5/6 day
12 months to 180 months	15 days	1-1/4 days
181 months to 299 months	20 days	1-2/3 days
300 months or more	25 days	2-1/12 days

ADMINISTRATIVE FACULTY MEMBERS shall earn annual leave credits for each month in which they are in compensable status ten (10) or more working days.

2. Vacation pay shall be the ADMINISTRATIVE FACULTY MEMBER'S regular rate of pay in effect for the payday immediately preceding the ADMINISTRATIVE FACULTY MEMBER'S vacation period.

3. Vacations shall be scheduled and granted for periods of time requested by the ADMINISTRATIVE FACULTY MEMBER subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of ADMINISTRATIVE FACULTY MEMBERS on vacation at the same time, the ADMINISTRATIVE FACULTY MEMBER with the greatest seniority as it relates to total years of continuous service with the UNIVERSITY shall be given his/her choice of vacation periods in the event of any conflict in selection.

4. If a holiday occurs during the work week in which vacation is taken by an ADMINISTRATIVE FACULTY MEMBER, the holiday shall not be charged to annual leave.

5. An ADMINISTRATIVE FACULTY MEMBER who becomes ill during his/her vacation will not be charged annual leave for the period of illness provided he/she furnishes satisfactory proof of such illness to the UNIVERSITY upon his/her return to work.

6. If an ADMINISTRATIVE FACULTY MEMBER is required to work during his/her scheduled vacation period and is unable to reschedule his/her vacation during the calendar year due to the demands of his/her work, the calendar year shall be extended for ninety (90) days for rescheduling purposes.

7. Any ADMINISTRATIVE FACULTY MEMBER separated from the service of the UNIVERSITY for any reason prior to taking his/her vacation shall be compensated in a lump sum for the unused vacation he/she has accumulated up to the time of separation.

8. Unused annual leave shall be carried over from one (1) calendar year to the next provided that in no case shall the amount thus carried over exceed forty-five (45) days.

9. ADMINISTRATIVE FACULTY MEMBERS who have one (1) or more years of service since their last date of hire may anticipate annual leave to which they become entitled during the then current calendar year unless the President has reason to believe that they have been abusing their leave privileges. ADMINISTRATIVE FACULTY MEMBERS with less than one (1) year of service since their last date of hire may not anticipate annual leave. Annual leave may only be anticipated within the current academic year.

10. An ADMINISTRATIVE FACULTY MEMBER who is retrenched and is not employed in another position within fourteen (14) calendar days of the effective date of retrenchment will receive a lump sum payment for all earned, unused annual leave unless the ADMINISTRATIVE FACULTY MEMBER requests in writing before the end of the fourteen (14) calendar days to freeze all earned, unused annual leave. An ADMINISTRATIVE FACULTY MEMBER may subsequently change a decision to freeze the earned, unused annual leave by submitting a written request for a lump sum payment for the annual leave. Payment will be made within thirty-five (35) days of the date on which the request is received by the UNIVERSITY and will be at the rate of pay in effect on the last day of employment prior to the date of retrenchment. If the ADMINISTRATIVE FACULTY MEMBER is reemployed during the recall period, annual leave which was frozen will be reinstated. If the ADMINISTRATIVE FACULTY MEMBER is not reemployed prior to the expiration of the recall period, the ADMINISTRATIVE FACULTY MEMBER shall be paid off in lump sum for all frozen earned, unused annual leave at the rate of pay in effect on the last date of employment prior to the date of retrenchment.

F. Tuition Waivers

Effective with the start of the fall semester of 1985 the SSHE/UNIVERSITIES shall modify their tuition waiver policy to provide for the following:

1. Total waiver of UNIVERSITY tuition for FACULTY MEMBER'S children at the UNIVERSITY where the FACULTY MEMBER is employed; and

2. This waiver of tuition at the FACULTY MEMBER'S UNIVERSITY shall be applicable to the FACULTY MEMBER'S children until the children obtain their first undergraduate degree or until they reach the age of twenty-five (25), whichever comes first. This waiver of tuition shall continue to the limits stated above if the FACULTY MEMBER should, after ten (10) or more years of service, become permanently disabled or die while his/her child or children are enrolled at the UNIVERSITY.

The provisions of existing tuition waiver policies at UNIVERSITIES shall not be diminished or adversely affected by the provisions of this subsection.

Article XXII

SALARIES

A. Salaries for Full-Time FACULTY MEMBERS

The salaries payable to FACULTY MEMBERS in an active pay status for the academic year(s) 1985-1986 and 1986-1987 shall be as set forth in the attached pay tables. Those tables provide for a pay increase as follows:

1. The pay table for the 1984-1985 academic year shall be increased to provide for a restoration of five percent (5%) intervals between all steps commencing with Instructor Step A and continuing through Professor Step G, continuing the prior pattern of rank-step overlap, effective at the start of the fall semester of 1985.

2. A general pay increase of four percent (4%), shall then be applied to the pay table, less an amount equal to the amount first restored to the table in A.1 above. This pay table shall then be used for the 1985-1986 academic year. In addition, an amount equal to the restoration in A.1 above shall be paid to the

STATE SYSTEM OF HIGHER EDUCATION
FACULTY PAY SCHEDULE
EFFECTIVE AUGUST 17, 1985
SCHEDULE Q

Pay Range Number		Step A	Step B	Step C	Step D	Step E	Step F	Step G
Q 01	Instructor or Instructor Administrator							
	Regular Biweekly(20 pay)	826.87	866.58	909.56	952.60	998.94	1,048.54	1,099.79
	Distributed Biweekly(26 pay)	636.06	666.60	699.66	732.77	768.41	806.57	845.99
	Academic Annual	16,537.46	17,331.66	18,191.25	19,051.91	19,978.73	20,970.79	21,995.78
	Restore 5%	0.00	32.67	41.29	92.26	122.65	135.66	166.00
Q 02	Assistant Professor or Assistant Professor Administrator							
	Regular Biweekly	998.94	1,048.54	1,099.79	1,154.34	1,210.58	1,270.12	1,331.36
	Distributed Biweekly	768.41	806.57	845.99	887.95	931.21	977.01	1,024.13
	Academic Annual	19,978.73	20,970.79	21,995.78	23,086.79	24,211.54	25,402.33	26,627.27
	Restore 5%	122.65	135.66	166.00	183.07	221.81	252.69	310.51
Q 03	Associate Professor or Associate Professor Administrator							
	Regular Biweekly	1,210.58	1,270.12	1,331.36	1,397.48	1,466.92	1,539.67	1,615.73
	Distributed Biweekly	931.21	977.01	1,024.13	1,074.99	1,128.40	1,184.36	1,242.87
	Academic Annual	24,211.54	25,402.33	26,627.27	27,949.67	29,338.47	30,793.38	32,314.55
	Restore 5%	221.81	252.69	310.51	334.99	360.43	390.46	428.48
Q 04	Professor or Professor Administrator							
	Regular Biweekly	1,466.92	1,539.67	1,615.73	1,695.13	1,779.44	1,867.11	1,959.71
	Distributed Biweekly	1,128.40	1,184.36	1,242.87	1,303.94	1,368.80	1,436.24	1,507.47
	Academic Annual	29,338.47	30,793.38	32,314.55	33,902.51	35,588.83	37,342.25	39,194.14
	Restore 5%	360.43	390.46	428.48	477.67	510.36	561.90	605.22

NOTE: SHOWS TABLE AFTER ONE-TIME PAYMENT OF 5% RESTORATION

STATE SYSTEM OF HIGHER EDUCATION
FACULTY PAY SCHEDULE
EFFECTIVE AUGUST 16, 1986
SCHEDULE Q

Pay Range Number		Step A	Step B	Step C	Step D	Step E	Step F	Step G
Q 01	Instructor or Instructor Administrator							
	Regular Biweekly (20 Pays)	859.95	902.94	948.09	955.50	1,045.27	1,097.54	1,152.41
	Distributed Biweekly (26 Pays)	661.50	694.57	729.30	765.77	804.06	844.26	886.47
	Academic Annual	17,198.95	18,058.90	18,961.84	19,909.93	20,905.43	21,950.70	23,048.24
Q 02	Assistant Professor or Assistant Professor Administrator							
	Regular Biweekly	1,045.27	1,097.54	1,152.41	1,210.03	1,270.53	1,334.06	1,400.76
	Distributed Biweekly	804.06	844.26	886.47	930.79	977.33	1,026.20	1,077.51
	Academic Annual	20,905.43	21,950.70	23,048.24	24,200.65	25,410.68	26,681.22	28,015.28
Q 03	Associate Professor or Associate Professor Administrator							
	Regular Biweekly	1,270.53	1,334.06	1,400.76	1,470.80	1,544.34	1,621.56	1,702.64
	Distributed Biweekly	977.33	1,026.20	1,077.51	1,131.39	1,187.96	1,247.35	1,309.72
	Academic Annual	25,410.68	26,681.22	28,015.28	29,416.04	30,886.84	32,431.19	34,052.74
Q 04	Professor or Professor Administrator							
	Regular Biweekly	1,544.34	1,621.56	1,702.64	1,787.77	1,877.16	1,971.02	2,069.57
	Distributed Biweekly	1,187.96	1,247.35	1,309.72	1,375.21	1,443.97	1,516.17	1,591.97
	Academic Annual	30,886.84	32,431.19	34,052.74	35,755.38	37,543.15	39,420.31	41,391.32

STATE SYSTEM OF HIGHER EDUCATION
FACULTY PAY SCHEDULE
EFFECTIVE JANUARY 3, 1987 FOR 20 PAY ACADEMIC FACULTY AND ADMINISTRATIVE FACULTY
AND FEBRUARY 14, 1987 FOR 26 PAY ACADEMIC FACULTY
SCHEDULE Q

Pay Range Number		Step A	Step B	Step C	Step D	Step E	Step F	Step G
Q 01	Instructor or Instructor Administrator							
	Regular Biweekly (20 Pays)	902.95	948.09	995.50	1,045.27	1,097.54	1,152.41	1,210.03
	Distributed Biweekly (26 Pays)	694.57	729.30	765.77	804.06	844.26	886.47	930.79
	Academic Annual	18,058.90	18,961.85	19,909.94	20,905.43	21,950.71	23,048.24	24,200.65
Q 02	Assistant Professor or Assistant Professor Administrator							
	Regular Biweekly	1,097.54	1,152.41	1,210.03	1,270.53	1,334.06	1,400.76	1,470.80
	Distributed Biweekly	844.26	886.47	930.79	977.33	1,026.20	1,077.51	1,131.39
	Academic Annual	21,950.71	23,048.24	24,200.65	25,410.69	26,681.22	28,015.28	29,416.05
Q 03	Associate Professor or Associate Professor Administrator							
	Regular Biweekly	1,334.06	1,400.76	1,470.80	1,544.34	1,621.56	1,702.64	1,787.77
	Distributed Biweekly	1,026.20	1,077.51	1,131.39	1,187.96	1,247.35	1,309.72	1,375.21
	Academic Annual	26,681.22	28,015.28	29,416.05	30,886.85	32,431.19	34,052.75	35,755.39
Q 04	Professor or Professor Administrator							
	Regular Biweekly	1,621.56	1,702.64	1,787.77	1,877.16	1,971.02	2,069.57	2,173.04
	Distributed Biweekly	1,247.35	1,309.72	1,375.21	1,443.97	1,516.17	1,591.97	1,671.57
	Academic Annual	32,431.19	34,052.75	35,755.39	37,543.16	39,420.31	41,391.33	43,460.90

FACULTY MEMBERS as a cash payment and will require neither employee or employer retirement contributions nor will the payment be considered compensation for the calculation of retirement benefits.

3. For the 1986-1987 academic year, an amount equal to the restoration provided for in A.1 above shall be added to the 1985-1986 pay table. A general pay increase of four percent (4%), effective at the fall semester 1986 shall then be applied to the pay table.

4. A range change of one (1) step effective at the start of the spring semester of 1987, to be implemented by removing the lowest step of each rank, reclassifying the remaining steps as Steps A through F, adding a new Step G at a five percent (5%) interval for each rank and placing each FACULTY MEMBER at the same letter step that he/she occupied prior to the change.

B. Annual Increments

In addition to the above listed general pay increases, a FACULTY MEMBER below Step G shall be entitled to his/her annual service increment on his/her anniversary date as defined by SSHE rules and regulations. Such annual service increments, Steps A through G, shall be granted solely on the basis of service.

C. Procedure

Pursuant to the SSHE Compensation Plan, general pay increases, as set forth in Section A above, and annual service increments (if applicable) shall be applied in that order. An employee on leave without pay shall, upon return to active pay status, be entitled to the above general pay increases provided for in the attached pay schedules.

D. Salaries for Part-Time FACULTY MEMBERS

1. Part-time ACADEMIC FACULTY MEMBERS shall be paid on the basis of one-twenty-fourth (1/24) of a full-time academic year's salary for each semester credit hour taught.

2. Part-time ADMINISTRATIVE FACULTY MEMBERS shall be paid on a pro-rata basis.

E. The parties shall meet and discuss during the term of the Agreement, aspects of this Article that are of mutual interest.

Article XIIII

WORKLOAD AND WORKLOAD EQUIVALENTS

A. ACADEMIC FACULTY

1. Teaching FACULTY

a. Credit Hours

For all ACADEMIC FACULTY MEMBERS, the full workload for the academic year shall not exceed twenty-four (24) academic credit hours (with twelve (12) academic credit hours as standard for a term). In no event shall more than fifteen (15) academic credit hours be assigned in any one (1) academic term unless overload as provided for in this Agreement is paid. Laboratories, studios, clinics, and field and activity courses shall be

equated on the basis of three (3) contact hours being equal to two (2) academic credit hours for that period of time which is actually spent in such work. Where such types of courses also include lecture hours, each hour of scheduled lecture is to be considered an academic credit hour.

However, each contact hour in laboratories in chemistry, biology, physics, allied health science and earth science shall be assigned one (1) academic credit hour.

b. Preparations

No more than three (3) preparations per academic term shall be assigned unless such additional preparations are compensated in accordance with the formula contained in Article XXV, Section B, OVERLOAD. Preparations shall be defined and assigned in accordance with the definition of preparation contained in Article XXV, Section B, OVERLOAD. However, where an overload course(s) is assigned in accordance with paragraph 1.a., above, the additional courses(s) assigned may carry an additional preparation(s).

c. Office Hours

Teaching FACULTY MEMBERS shall maintain a minimum of five (5) office hours per week on no fewer than three (3) different days at such times as will accommodate the needs of the students. The schedule of office hours for each FACULTY MEMBER shall be posted in such manner so as to be easily observed by the students.

d. Graduate Teaching

A FACULTY MEMBER who teaches graduate courses shall have the following considered a maximum full workload in any academic term beyond which overload shall be paid:

(1) Nine (9) credit hours if only graduate courses are taught; or

(2) Twelve (12) credit hours for any combination of graduate and undergraduate courses involving less than nine (9) credit hours of graduate courses.

Supervision of three (3) Master's theses or one (1) Doctoral dissertation shall be equated with one (1) graduate credit hour. Graduate credit for such supervision shall be cumulative until it reaches three (3) graduate credit hours and then it shall be counted toward the FACULTY MEMBER'S workload. However, if the three (3) credits are not accumulated within two (2) years, the FACULTY MEMBER shall be granted the workload equivalent or the compensation for the credit hours which he/she has earned within that period.

e. Internships/Cooperative Education

(1) A UNIVERSITY supervisor of student interns or cooperative education students shall supervise a maximum of seventy-two (72) students during a year.

(2) When an ACADEMIC FACULTY MEMBER carries a mixed load of teaching and supervision of student interns/cooperative education students, the ACADEMIC FACULTY MEMBER'S workload shall be calculated on the

basis of each student intern/cooperative education student being equivalent to one-third (1/3) of an academic credit hour.

(3) However, no credit hour equivalent or workload equivalent shall be granted unless the internship program/cooperative education program has been approved by the Curriculum Committee and the President.

f. Supervisors of Student Teachers

(1) A UNIVERSITY supervisor of student teachers shall supervise up to a maximum of forty (40) student teachers during a two (2) semester academic year, and be responsible for practicum, where applicable. The maximum shall not exceed twenty (20) student teachers during any one (1) semester of the academic year. In making an actual assignment, the President or his/her designee shall, in consultation with the student teacher supervisors, take into consideration the number of schools involved and the distances required to be traveled from one school to another by the student teacher supervisor.

A student teacher supervisor's actual schedule of days to be worked during the academic year shall be determined by the President or his/her designee. It is contemplated that such days shall not necessarily be limited by the UNIVERSITY calendar, but rather, the President shall take into consideration the needs of student teachers being supervised and of the school district(s) involved.

(2) Workload for student teacher supervisors when carrying a mixed load of teaching and supervision of student teachers shall be calculated on the basis that each student teacher assigned shall be equivalent to .6000 academic credit hour.

(3) FACULTY MEMBERS assigned full-time to supervision of student teachers shall be available for office consultations for five (5) hours per week. The place of the office consultation may be the school where the student is assigned, provided that this arrangement is approved by the appropriate Dean prior to each academic semester assignment.

(4) A student teacher supervisor shall be provided with a vehicle when available in accordance with COMMONWEALTH/SSHE/UNIVERSITIES regulations. When a SSHE/UNIVERSITY vehicle is not available, he/she must use his/her own vehicle, and he/she shall be reimbursed pursuant to Article XXIII, TRAVEL EXPENSES.

(5) A student teacher supervisor who is customarily and regularly required by the SSHE/UNIVERSITIES to travel fifteen (15) miles or more from his/her regular campus or work site, and whose work assignment requires that he/she remain away therefrom during his/her normal lunch period, shall be reimbursed for actual out-of-pocket lunch expenses not to exceed, including sales tax, two dollars and thirty-five cents ($2.35).

2. Library FACULTY

a. Subject to the provisions hereof, all members of the professional library staff shall enjoy full faculty status with all the rights, privileges and responsibilities pertaining thereto. For administrative purposes, the professional librarians shall constitute a department.

b. Library FACULTY in the performance of their duties shall be scheduled for no more than thirty-five (35) hours per week, and Library FACULTY also shall be expected, as are other FACULTY MEMBERS, to assume committee assignments and other campus responsibilities.

c. A Library FACULTY MEMBER'S schedule shall be based on library needs as determined by the President or his/her designee in consultation with members of the Library FACULTY.

d. APSCUF shall conduct an election among all of the members of the Library FACULTY to designate a chairperson who shall act in a representational role for the department. The chairperson shall reflect the view of the members of the Library FACULTY in their consultations with the President or his/her designee on matters of appointment of FACULTY, renewal and non-renewal of FACULTY, FACULTY development and evaluation, promotion, tenure and Library FACULTY MEMBER'S schedules.

This chairperson shall not be subject to provisions of Article VI, Sections B., C., and D.

3. Laboratory School FACULTY

a. Laboratory school FACULTY shall have faculty status and rank in the same manner as any other FACULTY MEMBER.

b. Laboratory school FACULTY'S workload and academic year assignments shall be made by the President or his/her designee in consultation with the laboratory school FACULTY and shall be consistent with the needs of the students in the laboratory school and the requirements of the school district(s) involved. Laboratory school FACULTY shall be expected, as are other FACULTY MEMBERS, to assume committee assignments and other campus responsibilities.

c. Laboratory school FACULTY shall have a lunch period of at least one-half (½) hour, which shall be free of all other duties.

d. By mutual consent, evidenced by a written document duly executed by the parties to this Agreement, the provisions of this Section may be modified or changed at local meet and discuss.

4. Academic FACULTY MEMBERS whose basic responsibilities lie outside of the classroom setting shall have their weekly workload equated to the academic hour provisions of Section A.1.a. of this Article. Any teaching performed by these FACULTY MEMBERS shall be prorated on that basis and they shall be paid overload in accordance with Article XIV, OVERLOAD, or their nonclassroom responsibilities shall be proportionately reduced.

B. ADMINISTRATIVE FACULTY

1. ADMINISTRATIVE FACULTY who are on academic-year contracts shall not have to be present on campus during periods when the UNIVERSITY(IES) are not in session unless they have specific assigned professional responsibilities. The assignment of such responsibilities shall be based on the needs of the UNIVERSITY as determined by the President or his/her designee in consultation with the ADMINISTRATIVE FACULTY MEMBERS.

2. The President shall make appropriate workload reduction for those

ADMINISTRATIVE FACULTY MEMBERS who are assigned to teach a course in accordance with Article VII, PERFORMANCE OF BARGAINING UNIT WORK. ADMINISTRATIVE FACULTY MEMBERS may also be assigned overload pursuant to Section C. of this Article and Article XXV, OVERLOAD, Section A., for teaching courses outside of their regularly scheduled work day.

3. ADMINISTRATIVE FACULTY MEMBERS in this unit shall not be subject to any workload or overtime compensation provisions contained in this Agreement, except as provided in the last sentence of Sections B.1. and B.2. above.

C. Mixed Workloads

The workload for FACULTY who perform mixed work assignments shall be calculated on a proportional basis, using the appropriate workload definitions for the type of work performed. Any workload equivalents granted in this Agreement will be equated to academic credit hours for load purposes.

D. Coaching and Athletic Administration

1. The minimum workload equivalents to be granted for coaching intercollegiate sports and athletic administration are listed below as total credit hours for the academic year. These credit hours may be assigned in any proportions during the academic year.

	Minimum Credit Hours For Academic Year
Archery	3
Baseball	
Head Coach	6
Assistant Coach(es)	3
Badminton	3
Basketball	
Head Coach	9
Assistant Coach(es)	6
Cross-Country	
Head Coach	3
Assistant Coach(es)	3
Field Hockey	
Head Coach	6
Assistant Coach(es)	3
Football	
Head Coach	9
Assistant Coach(es)	6
Gymnastics	
Head Coach	6
Assistant Coach(es)	6
Golf	
Head Coach	3
Assistant Coach(es)	3

	Minimum Credit Hours For Academic Year
Lacrosse	
Head Coach	3
Assistant Coach(es)	3
Rifle	
Head Coach	3
Soccer	
Head Coach	6
Assistant Coach(es)	3
Softball	
Head Coach	6
Assistant Coach(es)	3
Judo	
Head Coach	3
Squash	
Head Coach	3
Assistant Coach(es)	3
Swimming	
Head Coach	6
Assistant Coach(es)	6
Tennis	
Head Coach	3
Assistant Coach(es)	3
Track - Winter	
Head Coach	3
Assistant Coach(es)	3
Track - Spring	
Head Coach	6
Assistant Coach(es)	3
Wrestling	
Head Coach	9
Assistant Coach(es)	6
Volleyball	
Head Coach	3
Assistant Coach(es)	3
Any Other Intercollegiate Sports	
Head Coach	3
Director of Intramurals	6
Director of Equal Opportunity in Sports	6
Trainer	
Head Trainer	12
Assistant Trainer(s)	6

2. For the purpose of the exhibit in 1. above, an intercollegiate sport is defined as a sport that is recognized by the UNIVERSITY President as having varsity or junior varsity status and whose teams engage in competition with similar teams at other institutions.

3. The existing workload equivalents of the Athletic Director and the Assistant/Associate Director(s) of Athletics at the various UNIVERSITIES shall be considered minimums, but the President or his/her designee at each UNIVERSITY shall have the right to increase these workload equivalents pursuant to Section I of this Article.

4. Should the President or his/her designee decide, based on comparability of sport, and/or based on the existence of an inequitable opportunity for participation in the intercollegiate sport program -- as defined by the FINAL TITLE IX IMPLEMENTING REGULATIONS, that there is a need for an assistant coach in any intercollegiate sport sponsored by the UNIVERSITY, he/she shall assign an Assistant Coach to the sport and the Assistant Coach shall receive a workload equivalent of at least three (3) credits, which may be assigned in any proportions during the academic year.

E. Directing Music Activities

In developing a plan for granting workload equivalents for directing music activities, a distinction is to be made between a music school in which a given activity is part of the regular instructional program in the music curriculum, and a non-music school in which the activity is actually extracurricular or outside the curriculum.

1. If the activity is recognized as part of the regular curriculum, the director shall be granted workload equivalents under the plan adopted for determining teaching workloads for classroom or laboratory instruction.

2. If a music activity is actually extracurricular, the following workload equivalents shall be granted:

	Minimum Yearly Allowance	Minimum Per Contact Hour For Average Weekly Assignment
Band - Concert or Marching	25%	6¼%
Assistant Band Director	12½%	3 1/8%
Orchestra	25%	6¼%
Ensembles and Smaller Instrumental Groups	12½%	3 1/8%
Choir or Chorus	25%	6¼%
Smaller Vocal Groups	12½%	3 1/8%

F. Directing And/Or Advising Forensics, Dramatics and Journalism:

	Minimum Yearly Allowance	Minimum Per Contact Hour For Average Weekly Assignment
Director of Forensics	25%	6¼%
Director of Dramatics	25%	6¼%
Director (Advisor) of Student Newspaper	25%	6¼%
Advisor to Other Student Publications	12½%	3 1/8%

G. With respect to Sections E.2. and F., above, the President or his/her designee shall determine the amount of time to be spent on the activity by the FACULTY MEMBER each week, and the FACULTY MEMBER shall have the right to choose between the workload equivalent alternatives.

H. Instead of offering a workload equivalent to the FACULTY MEMBER for any of the above, the President or his/her designee shall have the right, in consultation with the FACULTY MEMBER and APSCUF, to assign the work on an overload basis.

I. The President or his/her designee shall have the right to increase, in writing, the workload equivalents listed in Sections D., E., and F. of this Article. These increases shall be presented for informational purposes at local meet and discuss.

J. Workload equivalents not identified in the Collective Bargaining Agreement may be granted, in writing, by the President of the UNIVERSITY and shall be presented for informational purposes at local meet and discuss. Such workload equivalents will be equated to credit hours for load purposes. The acceptance of such assignments shall be voluntary.

K. Calendar

If a calendar system other than the two (2) academic term systems of fifteen (15) teaching weeks each is established by appropriate means during the term of this Agreement, a mathematical equivalent shall be established for the above workload requirement.

L. The State President and the Vice-President of APSCUF shall each receive up to a 100% workload reduction. APSCUF shall reimburse the SSHE/UNIVERSITIES for all salary, benefits and related costs arising from this arrangement.

M. The parties shall Meet and Discuss during the term of this Agreement at the state level aspects of this Article that are of mutual interest.

Article XXIV

SUMMER EMPLOYMENT

A. Summer contracts shall be offered no later than May 1. A summer contract may be either a firm contract or a contingency contract at the discretion of the President.

If a firm contract is offered by May 1 and accepted by the FACULTY MEMBER by May 15, it shall be mutually binding.

If a contingency contract is offered by May 1 and accepted by the FACULTY MEMBER by May 15, the following conditions shall apply:

1. The UNIVERSITY may cancel the contract at any time before the second class meeting if the number of students is insufficient to cover the direct and indirect costs to the UNIVERSITY.

2. The FACULTY MEMBER may cancel the contract if the FACULTY MEMBER provides notice to the UNIVERSITY three (3) weeks before the course is scheduled to begin.

B. Subject to the approval of the President or his/her designee, summer assignments shall be made by the chairpersons of the departments, giving prior consideration to members of the department who have the qualifications and experience to do the work planned.

C. During the term of this Agreement, compensation shall be paid for summer employment in the same manner as has been the practice prior to the execution of this Agreement, unless changed by mutual consent.

Article XXV

OVERLOAD

A. Credit Hour Overload

Except as described in C. below, overload for FACULTY MEMBERS shall be paid at the rate of one-thirtieth (1/30) of the academic year's salary for each academic credit hour in excess of fifteen (15) assigned during any academic term or in excess of twenty-four (24) assigned during any academic year.

B. Preparation Overload

1. Except as described in C. below, one and one-half percent of the FACULTY MEMBER'S current academic year's salary per course credit hour shall be paid for each preparation beyond three (3) per academic term to each FACULTY MEMBER who is eligible under the provisions of Article XXIII, WORKLOAD AND WORKLOAD EQUIVALENTS. The course(s) that receive(s) a preparation with the least number of credit hours shall be used when applying this "Compensation Formula."

2. In the following instances one or more courses identified with a single course number and/or course title shall be recognized as one preparation for the FACULTY MEMBER:

a. A lecture-discussion course.

b. A combination of the lecture and laboratory portions of a chemistry, biology, physics, allied health science and earth science course.

c. The laboratory portion of a chemistry, biology, physics, allied health science or earth science course if the FACULTY MEMBER does not also have responsibility for the lecture portion.

d. An industrial arts course or a studio course in art if the course provides credit on three or more levels of a given area -- i.e., Sculpture I, Sculpture II, Sculpture III.

e. Any drill or laboratory course in industrial arts, home economics, or business if lecture-discussion credit is given in the workload of the instructor.

f. Any combination of private or individual lessons in one family of instruments, regardless of differing course numbers.

g. Assignment to supervision of student teaching which includes responsibility for practicum.

3. In the following instances one or more courses identified with a single course number and/or course title shall be recognized as one half preparation:

a. An activity course in physical education.

b. A studio course in art, if the course grants credit in only one or two levels of the given area -- i.e., Sculpture I, Sculpture II.

c. Any drill or laboratory course in industrial arts, home economics, or business if no lecture-discussion credit is given in the workload of the instructor.

d. Any combination of private or individual lessons in voice or a single instrument regardless of different course numbers.

e. Any music performance course, other than individual lessons.

4. In the following instances no preparations are recognized:

a. Any activity for which the FACULTY MEMBER is granted a reduction in teaching load.

b. Part-time assignment to supervision of student teaching which does not include responsibility for the practicum.

5. Further general stipulations:

a. If two or more disparate or different courses are taught at one time and one place by a given FACULTY MEMBER each course shall be recognized as a half preparation.

b. A course in which students may earn either graduate or undergraduate credits shall be treated as a single course if taught at the same time and place by a single instructor.

c. In a team teaching situation each instructor will be credited with a preparation. However, the credit hours on which extra preparation compensation is computed may be pro-rated among the two or more FACULTY MEMBERS teaching that course provided the credit hours are also pro-rated for workload credits.

d. Mini-courses shall be recognized for preparation credit depending upon whether they fall under Section 2 or Section 3 above.

e. An instructor will be granted preparation credit for all courses taught by him/her in a given term as identified under Section 2 or Section 3, regardless of the duration of the respective courses.

6. Manner and conditions for assignment of extra preparations:

A fourth preparation may be assigned at the discretion of the UNIVERSITY administration if the total teaching load does not exceed the maximum stipulated in the Agreement. The prior approval of the FACULTY MEMBER and the department chairperson must be obtained for a fourth preparation if the total load exceeds the stipulated maximum and for any preparations in excess of four (4).

C. A FACULTY MEMBER will not receive both preparation overload compensation and credit hour overload compensation during the same academic year. Instead, the FACULTY MEMBER will receive his/her credit hour overload compensation for the academic year OR his/her preparation hour overload compensation for the academic year, whichever is greater.

D. Student Teacher Supervisor Overload

1. Overload for student teacher supervisors shall be paid at the rate of one-fortieth (1/40) of the academic year's salary for each student teacher assigned to the supervisor in excess of forty (40) in an academic year or twenty (20) in any term of an academic year.

2. Overload for student teacher supervisors when carrying a mixed load of teaching and supervision of student teachers shall be calculated on the basis of each student teacher assigned shall be equivalent to .6000 academic credit hour.

E. Library FACULTY Overload

Overload for Library FACULTY shall be paid at the straight time hourly rate specified in the SSHE'S Compensation Plan for the FACULTY MEMBER'S rank and step for all hours in excess of thirty-five (35) per week. Overload for teaching by Library FACULTY shall be paid in accordance with Section A. of this Article.

F. Other FACULTY MEMBERS

Overload for FACULTY MEMBERS whose basic responsibilities lie outside the classroom shall be paid in accordance with Section A. of this Article.

Article XXVI

INDEPENDENT STUDY AND INDIVIDUALIZED INSTRUCTION

A. A FACULTY MEMBER engaged with students in independent study shall be paid in accordance with Section C of this Article when the following requirements have been met:

1. The FACULTY MEMBER'S assigned workload is eleven (11) or more credit hours for that semester or twenty-two (22) or more credit hours for the academic year. There are no workload restrictions for independent study performed outside the academic year except as noted in A.6. below.

2. An independent study program within a department must be listed in the

UNIVERSITY catalogue with an accompanying course description or must have received approval for inclusion in the catalogue.

3. Prior to the granting of academic credit, the department shall approve the course of study undertaken by the student.

4. The acceptance of independent study students shall be voluntary on the part of the FACULTY MEMBER; however, when such students are accepted, at least five (5) hours of FACULTY time per credit offered shall be made available upon request of each student. This time shall be outside the periods already allocated by the FACULTY MEMBER to classroom and office commitments.

5. The offering of independent study courses by the department shall be governed by the same credit hour constraints consistent with UNIVERSITY policy.

6. Management will not approve nor shall a FACULTY MEMBER accept students for more than nine (9) academic credit hours of independent study per semester/session.

B. Individualized Instruction

A FACULTY MEMBER engaged in individualized instruction shall be paid in accordance with Section C of this Article when the following requirements have been met:

1. The course must be a regular UNIVERSITY catalogue course.

2. The course is not scheduled to be taught in the particular semester. However, in extraordinary circumstances, this rule may be waived by mutual consent at local meet and discuss.

3. The course assignment must be approved in accordance with the procedure outlined in Article VI, DEPARTMENT CHAIRPERSONS, before the assignment is undertaken.

4. The acceptance of individualized instruction students shall be voluntary on the part of the FACULTY MEMBER; however, when such students are accepted, at least five (5) hours of FACULTY time per credit offered shall be made available upon the request of the student. This time shall be outside the periods already allocated by the FACULTY MEMBER to classroom and office commitments.

5. Management will not approve nor shall a FACULTY MEMBER accept students for more than nine (9) academic credit hours of individualized instruction per semester/session.

6. No course shall be offered as individualized instruction to more than five (5) students in a given semester/session. In extraordinary circumstances, this rule may be waived by mutual consent at local meet and discuss.

C. Payment Formula for Independent Study and Individualized Instruction

When the above requirements have been met, payment for independent study and individualized instruction shall be paid according to the following formula:

Average full time semester salary of bargaining unit X .0055 = payment per independent study or individualized instruction credit (rounded to next highest dollar)

Article XXVII

CONTINUING EDUCATION

In instances in which credit bearing courses are offered through continuing education, the following shall apply:

1. Continuing education courses will not be considered a part of the FACULTY MEMBER'S regular workload as defined in Article XXIII, WORKLOAD AND WORKLOAD EQUIVALENTS.

2. FACULTY MEMBERS shall teach continuing education courses on a voluntary basis.

3. Payment for continuing education courses will be made at the rate of sixty-five percent (65%) of the tuition cost per semester hour for each student credit hour produced.

4. In addition to the payment as designated in Section 3 of this Article, the SSHE/UNIVERSITIES will pay travel expenses and all other contributions as prescribed by law.

Article XXVIII

MAINTENANCE OF MEMBERSHIP AND CHECK-OFF

A. Maintenance of Membership

All FACULTY MEMBERS who are members of APSCUF as of the date of ratification of this Agreement or who, thereafter, during its term become members of APSCUF, shall, as a condition of continued employment, maintain their membership in APSCUF for the term of this Agreement; provided, however, that any such FACULTY MEMBER may resign from membership in APSCUF by sending a certified letter (return receipt requested) to APSCUF headquarters, Harrisburg, Pennsylvania, and a copy to his/her personnel office. The letter shall be postmarked between June 16 and June 30, 1987, inclusive, and shall state that the employee is resigning his/her membership and, where applicable, is revoking his/her check-off authorization. The payment of dues and assessments while he/she is a member shall be the only requisite employment condition.

B. Check-off

1. The SSHE/UNIVERSITIES agree to deduct in bi-weekly installments the regular annual dues of APSCUF from the pay of those FACULTY who individually request in writing that such deductions be made. The amount(s) to be deducted shall be certified in writing by APSCUF to the SSHE/UNIVERSITIES and the aggregate deductions from all FACULTY MEMBERS shall be remitted monthly to APSCUF, together with an itemized statement containing the names of the FACULTY MEMBERS from whom the deductions have been made and the amount so deducted from each one. The aforesaid remittance shall be made by the last day of the month following the month in which such deductions have been made. Each FACULTY MEMBER'S written authorization shall be irrevocable for the term of this Agreement but may be revoked at the expiration thereof, as provided in Section A. above.

2. APSCUF shall indemnify and hold the SSHE/UNIVERSITIES harmless against any and all claims, suits, orders, or judgments brought or issued against the

SSHE/UNIVERSITIES as a result of the action taken or not taken by the SSHE/UNIVERSITIES under the provisions of this Article.

Article XXIX

RETRENCHMENT

A. The SSHE/UNIVERSITIES shall meet and discuss with APSCUF or its designee regarding any changes, including those involving curriculum and programs, which will lead to retrenchment, and thereby impact wages, hours and terms and conditions of employment, as required by Section 702 of Act 195. In connection with such duty to meet and discuss, accurate information, statistics or financial data related to any such proposed change shall be made available to APSCUF. This shall not be construed to require the SSHE/UNIVERSITIES to compile such material in the form requested which is not already compiled in that form, unless mutually agreeable.

B. Retrenchment because of financial considerations, program curtailment, elimination of courses or other reasons shall be applied as hereinafter set forth.

1. If and when retrenchment is to occur, the SSHE/UNIVERSITIES shall, to the extent practicable, make plans to permit the process of attrition to be utilized to effect the required reduction of FACULTY.

2. When in the opinion of the SSHE/UNIVERSITIES retrenchment becomes necessary and it cannot be accomplished totally by attrition, APSCUF and the affected FACULTY MEMBERS shall be notified prior to implementation, and retrenchment shall be made as circumstances require, provided that the following order shall be utilized to the extent feasible in the department where retrenchment is occurring.

a. temporary, part-time
b. temporary, full-time
c. regular, part-time
d. regular, full-time

C. 1. With respect to the application of paragraph B.2. above, retrenchment shall be made in inverse order of length of service from the most recent date of employment at the UNIVERSITY ("seniority"), within a department, provided the remaining ACADEMIC FACULTY MEMBERS have the necessary qualifications to teach the remaining courses or perform the remaining duties. ACADEMIC FACULTY MEMBERS shall be responsible for keeping their Academic Dean informed of all their qualifications.

2. With respect to the application of paragraph B.2. above, retrenchment shall be made within the affected administrative unit in inverse order of length of service from the most recent date of employment at the UNIVERSITY ("seniority"), provided the remaining ADMINISTRATIVE FACULTY MEMBERS have the necessary qualifications to perform the remaining duties. ADMINISTRATIVE FACULTY MEMBERS shall be responsible for keeping their appropriate management supervisor informed of all their qualifications.

D. 1. Before retrenching an ACADEMIC FACULTY MEMBER, the UNIVERSITY shall make a reasonable effort to place him/her in another position within the APSCUF bargaining units. Where an ACADEMIC FACULTY MEMBER has been a member of more than one (1) department and he/she is retrenched from his/her current department,

he/she shall have the right to return to a previous department as follows:

a. If he/she left the previous department less than five (5) years prior to his/her retrenchment from his/her current department, he/she shall have the right to return, if qualified; and

b. If he/she left five (5) or more years prior to his/her retrenchment, he/she shall have a right to return, if qualified, but only with the approval of the department or the President.

2. Before retrenching an ADMINISTRATIVE FACULTY MEMBER, the UNIVERSITY shall make a reasonable effort to place him/her in another position within the APSCUF bargaining units. Where an ADMINISTRATIVE FACULTY MEMBER has occupied a position in more than one administrative unit, he/she shall have the right to return to a previous administrative unit and displace an ADMINISTRATIVE FACULTY MEMBER with less seniority.

3. A FACULTY MEMBER who has received a letter of retrenchment shall have the opportunity to apply for vacancies with the same hiring rights as stated in the preferential hiring rights of this Article.

E. The FACULTY MEMBERS in the department, program or administrative unit where retrenchment notices have been issued shall be given the opportunity to reach voluntary agreement among themselves as to the order of retrenchment, if the FACULTY MEMBERS who remain in the department, program or administrative unit have the qualifications to teach the remaining courses or perform the remaining duties. Where such voluntary agreements are made, the date of the original notice of retrenchment to the FACULTY MEMBERS in the department, program or administrative unit shall be considered the date of notice to the FACULTY MEMBER who has voluntarily agreed to be retrenched. The opportunity to reach voluntary agreement shall end sixty (60) days after notice is given. Those who are retrenched by voluntary agreement in accordance with the foregoing shall have the same rights as if involuntarily retrenched.

F. 1. The FACULTY MEMBERS to be retrenched shall be given notice in accordance with the following:

a. First-year probationary non-tenured FACULTY MEMBER - March 1;

b. Second-year probationary non-tenured FACULTY MEMBER - December 15;

c. Probationary non-tenured FACULTY MEMBERS beyond the second year - December 1;

d. Tenured FACULTY MEMBERS - October 30.

A retrenchment shall not be considered a non-renewal and a FACULTY MEMBER so retrenched shall not be permitted to grieve that action as if it were a non-renewal. If a FACULTY MEMBER had been scheduled for a sabbatical leave, he/she shall not be deprived of his/her sabbatical leave because he/she is subject to being retrenched.

2. A retrenched FACULTY MEMBER shall be entitled to such unemployment compensation benefits as authorized by law.

G. 1. A FACULTY MEMBER retrenched from his/her UNIVERSITY shall within a period of time equal to his/her length of service at that UNIVERSITY, or three (3) years from his/her date of retrenchment ("furlough period"), whichever is less, be given preference with respect to a FACULTY vacancy which is covered by this

Collective Bargaining Agreement for which he/she applies at another UNIVERSITY, if deemed qualified by the receiving department. His/her name then shall be forwarded to the President of the receiving UNIVERSITY who shall consider whether or not he/she is qualified. If the President of the receiving UNIVERSITY determines such FACULTY MEMBER to be qualified, he/she shall be appointed. The FACULTY MEMBER shall be considered for appointment by the President of the receiving UNIVERSITY before, and independent of, all other applicants. Notice concerning vacancies at a particular UNIVERSITY shall be posted at that UNIVERSITY and a copy of such notice shall be sent to APSCUF headquarters in Harrisburg and to the Chancellor. Retrenched FACULTY MEMBERS must indicate their interest in any such vacancy for which they feel they are qualified by sending a letter of application, together with other appropriate documentation, to the President of the UNIVERSITY where the vacancy exists within sixty (60) calendar days of the date the notice of the vacancy is posted. If more than one (1) retrenched FACULTY MEMBER applies to fill a vacancy at another UNIVERSITY during this initial sixty (60) calendar day notice period, they shall be given the preferential consideration specified above, in order of seniority; provided, however, that the process of considering all such retrenchee applicants shall not exceed thirty (30) calendar days from the end of the sixty (60) calendar day notice period. Letters of application which are received after the end of the sixty (60) calendar days following the initial notice of such vacancy, shall receive no preferential rights with respect to the vacancy, but shall be considered along with and in the same fashion as all other applicants for the vacancy.

A retrenched FACULTY MEMBER appointed at another UNIVERSITY in accordance with the foregoing shall be appointed at any step of his or her rank at the time of retrenchment or at any step of the rank immediately below; however, retrenched FACULTY MEMBERS appointed to positions funded with grant monies may be appointed at the rank stated in the notice of vacancy at whatever step the President deems appropriate.

2. When a retrenched FACULTY MEMBER applies for consideration for a vacancy at another UNIVERSITY in accordance with subsection G.1. above, the normal search and screen process shall not apply to retrenched applicants.

H. Any retrenched FACULTY MEMBER who receives an appointment at another UNIVERSITY shall have seniority at that other UNIVERSITY beginning with the date of that appointment. Retrenched FACULTY preferentially hired on or after July 1, 1985 shall have seniority over all other new hires with the same date of appointment. If appointed within his/her furlough period, he/she shall retain accumulated sick leave and sabbatical leave credits and he/she shall not be considered a new employee for purposes of fringe benefits provided for FACULTY MEMBERS covered by this Agreement. If at the time of retrenchment, he/she had been a participant in the State Employees' Retirement Plan and thereafter withdrew his/her contributions, he/she shall have the right to repurchase his/her past service in accordance with the State Employees Retirement Board regulations.

I. A retrenched FACULTY MEMBER who receives an appointment at another UNIVERSITY within his/her furlough period shall, if he/she did not have tenure at the UNIVERSITY from which he/she was retrenched, be required to comply fully with the provisions of Article XV, TENURE, at the new UNIVERSITY as a new FACULTY MEMBER. If he/she did have tenure at the UNIVERSITY from which he/she was retrenched, he/she shall, nevertheless, be required to serve one (1) full year at the new UNIVERSITY before being granted tenure at that UNIVERSITY. The FACULTY MEMBER shall be considered for tenure pursuant to the provisions of Article XV, TENURE, and observed and evaluated pursuant to the provisions of Article XII, PERFORMANCE REVIEW AND EVALUATION OF FACULTY, and the decision as to tenure shall be made within such one-year period. In the event tenure

is denied, the FACULTY MEMBER shall be so notified by May 31, and the following academic year shall be his/her terminal year.

J. A FACULTY MEMBER who receives a notice of retrenchment from a UNIVERSITY shall be placed on a preferred rehiring list. Each UNIVERSITY shall have a separate rehiring list. The least senior FACULTY MEMBER shall be the first name placed on such list. He/she shall be retained on the preferred rehiring list for a period equal to his/her furlough period. Upon separation from the UNIVERSITY, the Health and Welfare Fund shall provide Blue Cross/Blue Shield/Major Medical benefits, Health and Welfare benefits and Life Insurance coverage for a period of six (6) months or until permanent employment begins, whichever comes first. At the UNIVERSITY where retrenchment is occurring, no new FACULTY MEMBER will be hired to fill a vacancy for which a retrenched FACULTY MEMBER on the preferred rehiring list is qualified, as determined by the President of the UNIVERSITY in his/her sole discretion, unless the vacancy first is offered in writing to all such qualified FACULTY MEMBERS on that list, for recall in reverse order of placement. Such offer (which shall be made by registered mail to the last known address of the FACULTY MEMBER and to APSCUF) to qualified FACULTY MEMBERS shall remain open for a period of fifteen (15) calendar days. During the period that a FACULTY MEMBER is on a preferred rehiring list, he/she shall keep the UNIVERSITY from which he/she was retrenched and the Chancellor informed of any permanent or temporary change in his/her address. In the event a FACULTY MEMBER rejects in writing an offered position in accordance with the foregoing, or in the event he/she does not respond in writing within said fifteen (15) calendar day period, his/her name shall be passed over, but he/she shall remain on the preferred rehiring list. If a FACULTY MEMBER either rejects in writing two (2) offered full-time positions of one (1) year or more or fails to respond in writing within the above stated time limits to two (2) offered full-time positions of one (1) year or more, his/her name shall be removed from the preferred rehiring list and all preference rights under this Article shall cease. Part-time FACULTY MEMBERS shall have recall rights only with respect to part-time positions but shall be considered for full-time positions in accordance with Article XI, APPOINTMENT OF FACULTY.

K. In the event a FACULTY MEMBER is recalled in accordance with the provisions of Section J. above, he/she shall receive the same rank and step which he/she had when he/she was retrenched. In addition, he/she shall retain all sick leave accumulations, credits for tenure and sabbatical leave, and shall be entitled to repurchase past service credits for retirement in accordance with COMMONWEALTH regulations. Furthermore, he/she shall not be considered a new employee for purposes of fringe benefits provided for FACULTY MEMBERS covered by this Agreement.

L. If a program at one (1) UNIVERSITY is moved to another UNIVERSITY, whether or not a similar program existed at that other UNIVERSITY, FACULTY MEMBERS who receive appointments at the other UNIVERSITY with respect to that program will be considered as having been transferred and not retrenched. As such, the FACULTY MEMBERS affected shall be entitled to all rights and privileges of transferred employees, including transportation and moving expenses, subject to SSHE/UNIVERSITIES rules and regulations pertaining thereto. Such transferred employees shall not be reduced in rank or step.

M. The UNIVERSITY shall, on or before November 1 of each year, provide the local APSCUF President and state level APSCUF with a seniority list for each UNIVERSITY. In addition, a copy of such list shall be sent to the department chairperson for posting in each department. All such lists shall reflect each FACULTY MEMBER'S most recent date of appointment at the UNIVERSITY (first day on the payroll) and within his/her current department.

Positions on such list shall be considered final unless a question is raised with respect thereto by an individual FACULTY MEMBER within a period of sixty (60) days

from the date of delivery of the list to APSCUF. The seniority list shall be compiled according to the seniority agreement between SSHE and APSCUF.

N. 1. Nothing contained within this Article shall be construed as requiring a UNIVERSITY to retain more ACADEMIC FACULTY MEMBERS in a department or program or more ADMINISTRATIVE FACULTY MEMBERS in an administrative department or unit than the President deems to be needed in that department or unit.

2. Nothing contained in this Article shall prohibit ADMINISTRATIVE FACULTY MEMBERS from assuming full-time teaching positions in accordance with Article VII, PERFORMANCE OF BARGAINING UNIT WORK, of this Agreement.

O. All preference rights under this Article shall cease upon acceptance by a FACULTY MEMBER of a regular full-time position under the provisions of Sections D. or G. or J. of this Article.

P. The parties shall meet and discuss during the term of the Agreement aspects of this Article that are of mutual interest.

Q. The parties agree that any grievances relating to retrenchment issues will be handled in an expeditious fashion in the steps of the grievance procedure. The parties also agree that if APSCUF requests that any such grievances be submitted to arbitration, the parties will make a good faith effort to schedule the arbitration hearings during the academic year in which the notices of retrenchment are issued.

R. If an arbitrator should find that the meet and discuss requirements of this Article have been violated by management, the arbitrator's remedy shall be limited to ordering additional meet and discuss between the parties, and the arbitrator may not insert himself/herself into that process. If an arbitrator should find that a FACULTY MEMBER was improperly retrenched, the arbitrator's remedy shall be limited to determining whether or not reinstatement is appropriate and whether or not full or partial back pay, seniority and fringe benefits should be awarded.

Article XXX

HEALTH AND WELFARE

A. A jointly-administered Health and Welfare Fund has been established under the provisions of an Agreement and Declaration of Trust executed by and between APSCUF and the SSHE/UNIVERSITIES. This Health and Welfare Fund shall conform to all existing and future federal and Commonwealth statutes and regulations controlling such Health and Welfare Funds. Said Agreement and Declaration of Trust provides and shall continue to provide equal representation on the Board of Trustees by and between APSCUF and the SSHE/UNIVERSITIES.

B. The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and in accordance with the terms of this Agreement and the terms of the Agreement and Declaration of Trust, health and welfare benefits which may be extended by the Health and Welfare Fund to FACULTY MEMBERS and their dependents.

C. For the period of time between July 1, 1985 and June 30, 1986, the SSHE shall make two (2) payments to the Health and Welfare Fund at the rate of $253.50 for each full-time FACULTY MEMBER in an active pay status as of October 15, 1985 and February 15, 1986.

For the period of time between July 1, 1986 and June 30, 1987, SSHE shall make two (2) payments to the Health and Welfare Fund at the rate of $282.75 for each full-time FACULTY MEMBER in an active pay status as of October 15, 1986 and February 15, 1987.

D. The SSHE/UNIVERSITIES shall remit its contribution to the Health and Welfare Fund together with an itemized statement within approximately thirty (30) working days of the eligibility determination dates noted in Section C. above.

E. Contributions on behalf of part-time FACULTY MEMBERS shall be made on a proportionate basis with the calculations based on the workload provisions of Article XXIII, WORKLOAD AND WORKLOAD EQUIVALENTS.

F. 1. The contributions made by the Employer to the Health and Welfare Fund as indicated in Section C. above shall not be used for any purpose other than to provide health and welfare benefits in accordance with the terms of this Collective Bargaining Agreement and the Agreement and Declaration of Trust and to pay the operating and administrative expenses of the Fund.

2. All benefits extended by this Health and Welfare Fund must be designed to be excludable from the "regular rate" definition of the Fair Labor Standards Act.

3. No benefits extended by this Health and Welfare Fund shall be paid for in whole or part by employees through payroll deductions.

4. No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be grievable or in any fashion subject to any grievance and arbitration procedure established in any collective bargaining agreement between the SSHE/UNIVERSITIES and APSCUF.

G. It is expressly agreed and understood that the SSHE/UNIVERSITIES do not accept nor are they in any manner to be charged with hereby any responsibility connected with the determination of benefits for, nor with any liability to any FACULTY MEMBER claiming under any of the benefits extended by the Health and Welfare Fund. It is expressly agreed that the liability of the SSHE/UNIVERSITIES in any and every event with respect to benefits extended by the Health and Welfare Fund shall be limited to the contributions indicated under Section C. above.

Article XXXI

MISCELLANEOUS CONDITIONS

A. Offices

The SSHE/UNIVERSITIES shall supply each FACULTY MEMBER with suitable office space and facilities, which the SSHE/UNIVERSITIES shall maintain.

B. Unemployment Compensation

FACULTY MEMBERS shall be eligible for unemployment compensation benefits as provided by law.

C. Indemnity for Liability

The SSHE/UNIVERSITIES shall hold a FACULTY MEMBER harmless of and from any and all claims, suits, orders, or judgments arising as the result of any action taken as a

FACULTY MEMBER in the ordinary course of employment.

D. Television Tapes

Participation in instructional television tapes is to be voluntary on the part of FACULTY MEMBER(S). The UNIVERSITY and FACULTY MEMBER(S) shall agree, either before or after the taping, as to the future use and disposition of the taped material.

E. Curriculum Committee

There shall be a curriculum committee at each UNIVERSITY, which shall be selected as determined by the FACULTY, but which may include at least one (1) administrator if designated by the President.

F. Past Practice

Rules, regulations, policies or practices relating to wages, hours and terms and conditions of employment now existing and not in conflict with this Agreement shall remain in effect unless modified, amended or eliminated in the same manner as they had been adopted. The provisions of this section of this Article shall be subject to the provisions of Article V, GRIEVANCE PROCEDURE AND ARBITRATION, but only with respect to whether the procedure used to modify, amend or eliminate the rules, regulations, policies or practices was the same as was used to establish the rules, regulations, policies or practices.

Article XXXII

TRAVEL EXPENSES

A FACULTY MEMBER who is authorized by the SSHE/UNIVERSITIES to travel on official business shall be paid for expenses actually incurred in accordance with the SSHE'S Travel and Subsistence Allowance Regulations, dated March 1, 1984 (Directive 230-10). Allowances under these Regulations shall not be reduced during the term of this Agreement. If a FACULTY MEMBER wishes to use his/her own vehicle, and is authorized to travel, he/she shall be reimbursed pursuant to these Regulations.

Every reasonable effort will be made to process travel expenses promptly.

Travel expenses incurred by FACULTY MEMBERS when traveling or attending "Meet and Discuss" or other Association related matters shall not be reimbursed by the SSHE/UNIVERSITIES.

Article XXXIII

AGREEMENT AGAINST STRIKES AND LOCK-OUTS

A. During the term of this Agreement there shall be no strike, as that term is defined in the Public Employee Relations Act, by any FACULTY MEMBER. It is also understood that no officer, representative or official of APSCUF shall in any fashion authorize, assist or encourage any such strike during the term of this Agreement.

B. Neither the SSHE nor the UNIVERSITIES shall lock-out any FACULTY MEMBER(S) during the term of this Agreement.

C. Should a strike occur during the term of this Agreement, APSCUF shall, within twenty-four (24) hours of the start of such strike or at the request of the SSHE/UNIVERSITIES:

1. Publicly disavow the strike action by the FACULTY MEMBERS in all available communications media;

2. Advise the SSHE/UNIVERSITIES in writing that such FACULTY MEMBERS' action has not been authorized or sanctioned by APSCUF;

3. Advise FACULTY MEMBERS at the UNIVERSITY(IES) where the strike is taking place that it has not sanctioned and has disapproved of the strike action; and APSCUF shall instruct the FACULTY MEMBERS to return to work immediately.

D. The SSHE/UNIVERSITIES reserve the right in their sole discretion to discipline, suspend, or discharge any FACULTY MEMBER(S) who violate the provisions of Section A. of this Article.

E. Compliance with the foregoing provisions of this Article shall be deemed full compliance with APSCUF'S obligations under this Article. APSCUF shall have no other obligations or liabilities to the SSHE/UNIVERSITIES under this Article.

Article XXXIV

INTER-UNIVERSITY TRANSFERS

A. Among other purposes, it is the intent of this Article to assist in alleviating potential staffing problems at the UNIVERSITIES by providing for the voluntary transfer of FACULTY MEMBERS among the UNIVERSITIES. It is specifically understood that the provisions of this Article are intended to deal solely with inter-UNIVERSITY transfers and that they do not convey any other powers to the SSHE/UNIVERSITIES that it does not already have. The terms of this Article shall not apply to a FACULTY MEMBER who has been retrenched from his/her UNIVERSITY. When a FACULTY MEMBER has been retrenched, the provisions of Article XXIX, RETRENCHMENT, shall apply.

B. 1. When the Chancellor becomes aware of the possible need for transfers, he/she shall take appropriate steps to determine the availability of vacant FACULTY positions within the SSHE that might be filled through the transfer of FACULTY MEMBERS and shall notify all UNIVERSITIES within the SSHE of the existence of such vacancies and of the qualifications required of candidates for the positions.

2. The Presidents of the UNIVERSITIES shall take steps, in accordance with B.3., B.4., and C. below, to provide the Chancellor with the names and qualifications of FACULTY MEMBERS who could be considered for transfer if the President of a UNIVERSITY determines that there may be a need to alleviate staffing problems.

3. The President of an institution from which transfers are contemplated shall, after notifying the Chancellor in accordance with B.2. above, request the department, program or administrative unit from which transfers are contemplated to provide written recommendations to the President regarding the effect of transfers on the quality and extent of existing programs. These recommendations shall be provided to the President within fourteen (14) calendar days of the request.

4. The President, taking into account the recommendations made in accordance with B.3. above, shall then determine, as provided in C. below, the number of FACULTY MEMBERS who could be transferred from a department, program or administrative unit and shall forward the names and qualifications to the Chancellor with the request that they be considered for transfer to other UNIVERSITIES.

5. Upon receipt of the names and qualifications as provided in B.4. above, the Chancellor shall make a reasonable effort to transfer the FACULTY MEMBER(S) to an available position at another UNIVERSITY in accordance with C. below.

C. 1. With respect to the application of paragraphs B.3. and 4. above, to ACADEMIC FACULTY, consideration for transfers shall be by program or department, in inverse order of length of service from the most recent date of employment at the UNIVERSITY ("seniority"), provided that the remaining ACADEMIC FACULTY MEMBER(S) in the department or program have the necessary qualifications in the opinion of the President to teach the remaining courses or perform the remaining duties. It is understood by the parties that such UNIVERSITY-wide seniority is to be applied within the affected program or department in order to determine which FACULTY MEMBER(S) within the program or department is (are) to be considered for transfer.

2. With respect to the application of paragraphs B.3. and 4. above, to ADMINISTRATIVE FACULTY, consideration for transfer shall be by program, department or affected administrative unit in inverse order of length of service from the most recent date of employment at the UNIVERSITY ("seniority"), provided the remaining ADMINISTRATIVE FACULTY MEMBERS in the department, program or administrative unit have the necessary qualifications in the opinion of the President to perform the remaining duties. It is understood by the parties that such UNIVERSITY-wide seniority is to be applied within the program, department or administrative unit in order to determine which ADMINISTRATIVE FACULTY MEMBER(S) within the program, department or administrative unit is (are) to be considered for transfer.

3. The transfer of the FACULTY MEMBER(S) shall be made by department, program or administrative unit in order of length of service from the most recent date of employment at the UNIVERSITY ("seniority"), so long as the FACULTY MEMBER with the greatest seniority who is available for transfer has the necessary qualifications to perform the duties of the available position at the receiving UNIVERSITY. The decision as to whether the FACULTY MEMBER(S) being considered for transfer has (have) the necessary qualifications to perform the duties of the available position at the receiving UNIVERSITY shall be made by the President of the receiving UNIVERSITY. If the most senior of those FACULTY MEMBERS being considered for transfer from the department, program or administrative unit does not have the necessary qualifications to perform the duties of the available position, the next most senior FACULTY MEMBER being considered for transfer who has the necessary qualifications will be transferred.

D. The President of the receiving UNIVERSITY may make the appointment at any step within the rank held by the transferred FACULTY MEMBER which the President deems appropriate.

E. The following procedure shall be utilized in the transfer process for FACULTY MEMBERS:

1. When a FACULTY MEMBER is transferred, the regular full-time FACULTY MEMBERS of the receiving UNIVERSITY department shall have the right to determine by a simple majority vote the acceptability of the FACULTY MEMBER being transferred.

Such vote shall be taken in accordance with the accepted voting practice or procedure of the affected department unless it is in conflict with this Agreement, in which case the procedure shall be revised to conform with this Agreement.

2. The initial vote on acceptability by the receiving department shall be held before the end of the semester immediately prior to the semester in which the transfer is to be effective. This vote shall be held and the results determined in sufficient time to allow the President of the receiving UNIVERSITY to notify the FACULTY MEMBER being considered for transfer of the results of that vote at least forty-five (45) days before the end of the semester in which the vote is taken. The FACULTY MEMBER being considered for transfer shall notify the Presidents of both the current UNIVERSITY and the receiving UNIVERSITY of his/her acceptance or rejection of the transfer within ten (10) days of the receipt of the results of the vote or at least thirty-five (35) days before the end of the semester in which the vote is taken, whichever comes first. A reasonable effort shall be made to insure that the FACULTY MEMBER is given the full ten (10) days in which to make his/her decision to accept or reject transfer. Failure by the FACULTY MEMBER to notify the Presidents of the UNIVERSITIES involved of his/her decision on acceptance or rejection by the end of the ten (10) day period shall be considered a rejection of transfer. The time limits of this subsection may in individual cases be modified by mutual agreement, in writing, of the parties to this Agreement. The acceptance of a transfer by a FACULTY MEMBER shall be final and binding and shall preclude any right of return to the former UNIVERSITY by that transferred FACULTY MEMBER.

3. The department of the receiving UNIVERSITY shall have the following options in considering and voting on the acceptance of the FACULTY MEMBER proposed for transfer into the department:

a. The department can approve the transfer of the FACULTY MEMBER into its department. Upon such approval and acceptance of the transfer by the FACULTY MEMBER under consideration, the transferred FACULTY MEMBER shall be received into the department and UNIVERSITY. If the FACULTY MEMBER is tenured, his/her tenure status shall be carried over to the receiving UNIVERSITY and he/she shall receive UNIVERSITY-wide seniority credit at the receiving UNIVERSITY of three (3) years or, where the President and the receiving department agree, additional UNIVERSITY-wide seniority may be granted, up to the full amount accrued at the former UNIVERSITY. A probationary non-tenured FACULTY MEMBER shall receive full credit for prior service toward tenure but shall receive no UNIVERSITY-wide seniority credit, unless the President and the receiving department agree, in which case UNIVERSITY-wide seniority may be granted up to the full amount accrued at the former UNIVERSITY. Sabbatical leaves shall be granted, and credit for sabbatical leaves shall be earned in accordance with Article XVIII, LEAVES OF ABSENCE, Section A. In addition, the FACULTY MEMBER shall retain accumulated sick leave and he/she shall not be considered a new employee for purposes of fringe benefits or other benefits provided to FACULTY MEMBERS covered by this Agreement; or

b. The department may provisionally approve the transfer of the FACULTY MEMBER into its department. Transfers which have been given provisional approval by the department shall be for an interim period of one academic year (2 semesters). Prior to the end of the interim academic year, the department shall vote either to fully accept the transferred FACULTY MEMBER or to reject the transferred FACULTY MEMBER. If a provisionally approved transferred FACULTY MEMBER fails to receive a vote of approval at the end of

the first interim academic year, the President of the receiving UNIVERSITY shall not be barred from retaining the transferred FACULTY MEMBER in the position in the department to which he/she was transferred for not more than one (1) additional academic year. This does not obligate the President to find another position for the transferred FACULTY MEMBER at the receiving UNIVERSITY after the end of this second year. If the provisionally approved FACULTY MEMBER is tenured, his/her tenure status shall be carried over to the receiving UNIVERSITY. A provisionally approved probationary non-tenured FACULTY MEMBER shall receive full credit for prior service toward tenure. Sabbatical leaves shall be granted, and credit for sabbatical leaves shall be earned in accordance with Article XVIII, LEAVES OF ABSENCE, Section A. In addition, the provisionally approved FACULTY MEMBER shall retain accumulated sick leave and he/she shall not be considered a new employee for purposes of fringe benefits or other benefits provided to FACULTY MEMBERS covered by this Agreement. Upon final approval and acceptance of the transferred FACULTY MEMBER by vote of the receiving department at the end of the interim academic year: A tenured FACULTY MEMBER shall receive UNIVERSITY-wide seniority credit of three (3) years at the receiving UNIVERSITY or, where the President and the receiving department agree, additional UNIVERSITY-wide seniority may be granted up to the full amount accrued at the former UNIVERSITY; and, a probationary non-tenured FACULTY MEMBER shall receive no UNIVERSITY-wide seniority credit, unless the President and the receiving department agree, in which case UNIVERSITY-wide seniority may be granted up to the full amount accrued at the former UNIVERSITY; or

c. The department may reject the transfer of the FACULTY MEMBER into its department. Although the department has voted to reject the FACULTY MEMBER being considered for transfer, the President of the receiving UNIVERSITY may at his/her discretion, and where he/she believes that the FACULTY MEMBER being considered for transfer meets the credential requirements of the available position, convert the rejection to a provisional approval. Where the President converts the rejection to a provisional approval, the transfer shall be for an interim period of one (1) academic year (2 semesters). Prior to the end of the interim academic year, the department shall vote either to accept fully the transferred FACULTY MEMBER or to reject the transferred FACULTY MEMBER. If a provisionally approved transferred FACULTY MEMBER fails to receive a vote of approval at the end of the first interim academic year, the President of the receiving UNIVERSITY shall not be barred from retaining the transferred FACULTY MEMBER in the position in the department to which he/she was transferred for not more than one (1) additional academic year (2 semesters). This does not obligate the President to find another position for the transferred FACULTY MEMBER at the receiving UNIVERSITY after the end of this second year. If the provisionally approved FACULTY MEMBER is tenured, his/her tenure status shall be carried over to the receiving UNIVERSITY. A provisionally approved probationary non-tenured FACULTY MEMBER shall receive full credit for prior service toward tenure. Sabbatical leaves shall be granted and credit for sabbatical leaves shall be earned in accordance with Article XVIII, LEAVES OF ABSENCE, Section A. In addition, the provisionally approved FACULTY MEMBER shall retain accumulated sick leave and he/she shall not be considered a new employee for purposes of fringe benefits or other benefits provided to FACULTY MEMBERS covered by this Agreement. Upon final approval and acceptance of the transferred FACULTY MEMBER by vote of the receiving department at the end of the interim academic year, a tenured FACULTY MEMBER shall receive UNIVERSITY-wide seniority credit of three (3) years at the receiving UNIVERSITY or, where the President and the receiving department agree, additional UNIVERSITY-wide seniority may be granted, up to the full

amount accrued at the former UNIVERSITY; and, a probationary non-tenured FACULTY MEMBER shall receive no UNIVERSITY-wide seniority credit, unless the President and the receiving department agree, in which case UNIVERSITY-wide seniority may be granted up to the full amount accrued at the former UNIVERSITY.

F. When FACULTY MEMBERS are transferred in accordance with the above provisions, the Chancellor shall require the FACULTY MEMBER to change his/her residence from one place in Pennsylvania to another place, and the FACULTY MEMBER shall receive the expenses of moving his/her household goods to his/her new residence in accordance with applicable SSHE rules and regulations.

Where the FACULTY MEMBER meets the above requirements for payment of moving expenses, it is understood that the move by the FACULTY MEMBER shall be made within six (6) months, and the request for payment of moving expenses will be made no later than six (6) months from the date of acceptance of the transfer. Moving expenses shall be paid by the UNIVERSITY from which the transfer occurs.

G. Where a FACULTY MEMBER transfers from a UNIVERSITY within the system to a different UNIVERSITY within the system for personal reasons or reasons other than those set forth in B.2. above, only Sections D. and E. of this Article will apply.

H. An individual FACULTY MEMBER who is transferred for the purposes set forth in B.2. above, or APSCUF on his/her behalf, shall have the right to grieve in accordance with Article V, GRIEVANCE PROCEDURE AND ARBITRATION, but only as to himself/herself and then only with respect to failure to observe the grievable portions of the procedures set forth in A. through F. above. A FACULTY MEMBER who is transferred for personal reasons or reasons other than those set forth in B.2. above, or APSCUF on his/her behalf, shall have the right to grieve in accordance with Article V, GRIEVANCE PROCEDURE AND ARBITRATION, but only as to himself/herself and then only with respect to failure to observe the grievable portions of the procedures set forth in D. and E. above.

I. Upon the request of either of the parties to this Agreement, the parties shall meet and discuss aspects of this Article that are of mutual interest.

Article XXIV

LEGISLATIVE ACTION

A. In the event that any provision of this Agreement requires legislative action to become effective, including, but not limited to, amendment of existing statutes, the adoption of new legislation, the passage of the SSHE budget or the granting of other appropriations, the provision shall become effective only if such legislative action is taken. The parties, however, mutually agree that each will make such appropriate but separate recommendations to the Legislature which each deems necessary to give force and effect to the provisions of this Agreement. It is agreed by the parties that the provisions of this Section shall not be subject to the provisions of Article V, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement.

B. The SSHE and APSCUF shall each separately and in good faith attempt to have introduced and support legislation which each party independently deems is necessary to implement a provision of this Agreement. Where the parties mutually agree upon the need for implementing legislation and the form and language of that legislation, they will lend full support to the introduction and passage of such mutually agreed upon legislation. It is agreed by the parties that the provisions of this Section shall not

be subject to the provisions of Article V, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement.

C. In the event that legislation which both parties mutually agree is necessary is not passed with respect to a specific subject matter, the parties hereto shall have the right to re-negotiate regarding the subject matter.

Article XXXVI

SEPARABILITY

In the event that any provision of this Agreement is found to be inconsistent with statutes or ordinances, the provisions of such statutes or ordinances shall prevail and, if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions hereof shall remain in full force and effect.

Article XXXVII

TOTALITY OF AGREEMENT

The parties acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of Act 195 and constitutes the entire Agreement between the parties for the term of said Agreement or any extensions thereof. Each party waives his/her right to bargain collectively with the other with reference to any other subject, matter, issue or thing, whether specifically covered here or wholly omitted herefrom, whether or not said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

Article XXXVIII

SUCCESSORS

This Agreement shall be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns of each, in accordance with applicable labor law. The SSHE shall notify APSCUF in writing at least thirty (30) days in advance of any sale, lease, transfer or assignment of any of the UNIVERSITIES to political subdivisions or bodies, corporations or persons.

Article XXXIX

TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 1985 and shall remain in full force and effect to and including June 30, 1987. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other party in writing of their intent to renegotiate all or parts of this contract by such time as would permit the parties to comply with the collective bargaining schedule established in the Public Employee Relations Act.

In Witness Whereof, the parties to this Agreement intending to be legally bound by its provisions have signed and executed this Agreement on November 1, 1985.

By _____
G. Terry Madonna
President, APSCUF

By _____
Fitz Eugene Dixon, Jr.
Chairman
Board of Governors

_____
James W. White
Chief Negotiator

_____
James H. McCormick
Chancellor

_____
James H. Tinsman
Negotiator

_____
Edward P. Kelley, Jr.
Chief Negotiator

_____
Michael P. Montemuro
Negotiator

_____
David P. Felker
Negotiator

_____
John S. Mulka
Negotiator

_____
John L. Zaharis
Negotiator

_____
Laura H. Miller
Negotiator

_____
Robert E. Swinsick
Negotiator

_____
Roger S. Whitcomb
Negotiator

SIDE LETTER

1. All continuing education courses taught prior to January 1, 1986 will be paid pursuant to the previous Agreement between the parties. Beginning January 1, 1986, continuing education courses will be paid in accordance with Article XXVII, CONTINUING EDUCATION, of this Agreement.

2. The workload equivalencies for department chairpersons for the Fall Semester 1985 will be granted pursuant to the previous Agreement between the parties. Beginning January 1, 1986, department chairpersons shall be granted minimum workload equivalencies in accordance with Article VI, DEPARTMENT CHAIRPERSONS, of this Agreement.

3. The Health and Welfare Fund will pay the cost of providing BC/BS/MM Coverage for FACULTY MEMBERS on educational leave without pay who have applied for and been granted such coverage by the Fund. For all other FACULTY MEMBERS who are granted such leaves, the SSHE will pay for BC/BS/MM pursuant to Article XXI, FRINGE BENEFITS, of this Agreement.

4. The rights of FACULTY MEMBERS who are undergoing evaluations or who apply for promotion during the 1985-86 academic year will be governed pursuant to the previous Agreement between the parties, except that, if agreed to at local meet and discuss, the criteria found in Article XII, PERFORMANCE REVIEW AND EVALUATION, Section 1.A.1.c. and Section 1.A.1.d. of the previous Agreement will be combined as one criteria for the purposes of evaluation and promotion. Article XII, PERFORMANCE REVIEW AND EVALUATION, and Article XVI, PROMOTIONS of this Agreement will be implemented effective with the beginning of the 1986-87 academic year.

5. The renewal and non-renewal rights of FACULTY MEMBERS during the 1985-86 academic year will be governed pursuant to the previous Agreement between the parties. Article XIV, RENEWALS AND NON-RENEWALS, of this Agreement will be implemented effective with the beginning of the 1986-87 academic year.

6. The workload for FACULTY MEMBERS who supervise student teachers during the 1985-86 academic year will be calculated pursuant to the previous Agreement between the parties, except that any FACULTY MEMBER who supervises more than twenty (20) student teachers in the Spring Semester of 1986 will qualify for overload pursuant to Article XXIII, WORKLOAD AND WORKLOAD EQUIVALENCIES, Section A.1.f., and Article XXV, OVERLOAD, Section D., of this Agreement. Article XXIII, WORKLOAD AND WORKLOAD EQUIVALENCIES, Section A.1.f., and Article XXV, OVERLOAD, Section D., of this Agreement will be fully implemented effective with the beginning of the 1986-87 academic year.

James W. White
APSCUF

Edward B. Kelly Jr.
SSHE/UNIVERSITIES

11/6/85
Date

SIDE LETTER

There will be an Ad Hoc Committee established to recommend a new inter-university transfer policy. Such Committee will consist of three (3) representatives from APSCUF and three (3) from the SSHE and will be appointed no later than two (2) weeks after the execution of this Agreement. The Committee will present its recommendations to the parties no later than sixty (60) days after the execution of this Agreement; however, this time may be extended by mutual agreement of APSCUF and the SSHE.

The parties will submit the Committee's recommendation to their respective governing bodies for approval. If, and only if, both APSCUF and the SSHE agree to adopt a new inter-university transfer policy, such policy will replace the present Article XXXIV, INTER-UNIVERSITY TRANSFERS. However, until such time, FACULTY MEMBERS' right to transfer from one UNIVERSITY to another will continue to be governed by the present Article XXXIV, INTER-UNIVERSITY TRANSFERS, of this Agreement.

APSCUF

SSHE/UNIVERSITIES

11/4/85
Date

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